

67

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

FILE

In the Matter of the Application of)
The Dayton Power and Light Company)
for Approval of Transition Plan and)
Pursuant to § 4928.31, Revised Code)
and for the Opportunity to Receive)
Transition Revenues as Authorized)
Under §§ 4928.31 to 4928.40,)
Revised Code)

Case No. 99-1687-EL-ETP

In the Matter of the Application of)
The Dayton Power and Light Company)
for Certain Accounting Authority)
Pursuant to § 4905.13, Revised Code)

Case No. 99-1688-EL-AAM

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MOTION OF APPLICANT THE DAYTON POWER AND LIGHT COMPANY
TO POSTPONE EFFECTIVE DATE OF FILING OF AMENDED TARIFFS
WITH USF RIDER IN VIEW OF DISCUSSIONS WITH
OHIO DEPARTMENT OF DEVELOPMENT


Applicant The Dayton Power and Light Company moves for an order postponing the effective date of the amended tariffs with its USF Rider, in view of the ongoing discussions with the Ohio Department of Development regarding the implementation of the USF Rider, and in view of the other facts described in the memorandum in support.

This is to certify that the images appearing are an
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Technician Russ H. Hyslop Date Processed Sept 1, 2000

Respectfully submitted,

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A handwritten signature in black ink, appearing to read "Charles Faruki" with a stylized flourish at the end.

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Counsel for
The Dayton Power and Light Company

MEMORANDUM IN SUPPORT OF
MOTION OF APPLICANT THE DAYTON POWER AND LIGHT COMPANY
TO POSTPONE EFFECTIVE DATE OF FILING OF AMENDED TARIFFS
WITH USF RIDER IN VIEW OF DISCUSSIONS WITH
OHIO DEPARTMENT OF DEVELOPMENT

The Dayton Power and Light Company ("DP&L") has been discussing with the Ohio Department of Development ("ODOD") the impediments to implementation of the USF Rider rate, and a proposal for the implementation of that rate. These discussions are ongoing, and as of the time of the filing of this motion, DP&L is awaiting word from ODOD as to the proposal that is on the table. In addition, IEU-Ohio and the Ohio Manufacturers Association have filed in the Supreme Court of Ohio, a Complaint for a Writ of Prohibition to prevent implementation of the USF rates by the Ohio electric utilities, and to DP&L's knowledge, the Supreme Court has not yet ruled on that request for an extraordinary writ. Further, DP&L has had programming problems with regard to its readiness for implementation of the USF rates in September 1.

Additional uncertainty is created by the Application for Rehearing, apparently filed this past Tuesday, August 29, 2000, by IEU-Ohio, the Ohio Council of Retail Merchants, and the Ohio Manufacturers' Association, as to these issues. The Application asserts that since the Application was filed before the effective date of the Universal Service Rider rate, then Ohio Rev. Code § 4903.10 provides that the applicability of the USF Rider rates was "postponed or stayed pending disposition" of the Application for Rehearing.

Indeed, the Commission's August 24, 2000 Entry made it clear that the ODOD has "considerable discretion in determining rules for the [USF Rider] programs." August 24, 2000 Entry, p. 3. The PUCO's entry further asked ODOD to "consider th[e] concerns" raised by DP&L "as there may be some merit to the concerns." *Id.* Per the Commission's request, the ODOD is in the process of considering DP&L's concerns, and the Commission should therefore delay implementation of the USF rates until those concerns have been addressed. In sum, this

motion ask the Commission to let ODOD and DP&L continue their efforts to resolve these concerns.

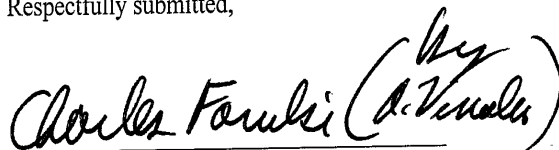
It is important to note that customers will not be prejudiced by this filing. DP&L's PIPP customers will continue to be treated as they have been, with no interruption in the benefits of the programs to them.

In view of all of these issues and uncertainties, DP&L asks this Commission to postpone the effective date of the filing of the amended tariffs with the USF Rider (draft copies of which are being filed contemporaneously with this motion), until DP&L and ODOD have worked out the issues as to DP&L's USF Rider.

Respectfully submitted,

Of Counsel:

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A handwritten signature in black ink, reading "Charles Faruki" with a circled "A. Vinolus" next to it.

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CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Motion Of Applicant The Dayton Power And Light Company To Postpone Effective Date Of Filing Of Amended Tariffs With USF Rider In View Of Discussions With Ohio Department Of Development has been served via electronic mail to the following counsel of record, this 31st day of August, 2000:

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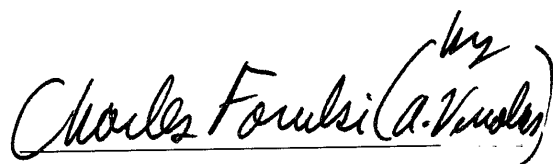
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Sixty-Ninth Revised Sheet No. 2
Cancels
Sixty-Eighth Revised Sheet No. 2
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P.U.C.O. No. 16 ELECTRIC SERVICE TARIFF INDEX

Sheet No.	Version	Description	Number of Pages	Tariff Sheet Effective Date
1	Thirteenth	Table of Contents	1	September 20, 1999
2	Sixty-Ninth	Tariff Index	3	September 1, 2000

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	Fourth	Billing and Payment for Electric Service	5	January 13, 2000
6	Seventh	Disconnection-Reconnection Of Service	6	January 13, 2000
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-Seventh	Electric Fuel Component Rider	1	January 31, 2000

RATE SCHEDULES

16	Nineteenth	Residence Rate	2	September 1, 2000
17	Nineteenth	Optional Residential Heating Rate	4	September 1, 2000
17-A	First	Reserved for Future Use	1	February 1, 1992
18	Third	Miscellaneous Charges	1	February 1, 1992
19	Nineteenth	General Service Secondary Rate	4	September 1, 2000
19-A	Seventh	Reserved for Future Use	1	May 11, 1983

Filed pursuant to a Entry dated August 17, 2000 in Case No. 99-1687-EL-ETP of the Public Utilities
Commission of Ohio.

Issued August 31, 2000

Effective September 1, 2000

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

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

Sixty-Ninth Revised Sheet No. 2
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P.U.C.O. No. 16
ELECTRIC SERVICE
TARIFF INDEX

Sheet No.	Version	Description	Number of Pages	Tariff Sheet Effective Date
20	Nineteenth	General Service Primary Rate	4	September 1, 2000
21	Eighteenth	General Service Primary-Substation Rate	4	September 1, 2000
22	Nineteenth	General Service Transmission Rate	4	September 1, 2000
22-A	Eleventh	Interruptible Service Rate	5	September 1, 2000
22-B	Original	Small Volume Interruptible Rate	3	February 1, 1992
22-C	Original	Small Volume Curtailable Rate	3	February 1, 1992
23	Sixteenth	Non-Firm Service Rate	5	September 1, 2000
24	Thirteenth	Reserved for Future Use	1	February 1, 1992
25	Eighteenth	Private Outdoor Lighting Service Rate	3	September 1, 2000
26	Eighteenth	Direct Current Rate	2	September 1, 2000
27	Eighteenth	School Rate	2	September 1, 2000
28	Sixteenth	Conjunctive Electric Service Pilot Program	18	September 1, 2000

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	Fifth	Emission Fee Recovery Rider	1	September 20, 1999
30	Sixth	Reserved for Future Use	1	February 1, 1992
31	Tenth	Universal Service Fund Rider	1	September 1, 2000
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

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P.U.C.O. No. 16 ELECTRIC SERVICE TARIFF INDEX

<u>Sheet No.</u>	<u>Version</u>	<u>Description</u>	<u>Number of Pages</u>	<u>Tariff Sheet Effective Date</u>
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	First	Street Lighting Energy Only Rate	4	September 20, 1999
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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Nineteenth Revised Sheet No. 16
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P. U. C. O. No. 16
ELECTRIC SERVICE
RESIDENCE RATE

APPLICABLE:

Available to all residences, single apartments, and churches whose entire requirements are measured through one meter, for lighting, the operation of appliances, and incidental power.

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 hertz (cycles per second), voltage at 120/240 volts or voltages as designated by the Company.

RATE PER MONTH:

Customer Charge:

\$4.25 per Customer (Customers with monthly energy consumption), or
\$5.00 per Customer (Customers without monthly energy consumption), plus

Energy Charges:

\$0.07688 per kWh for the first 750 kWh
\$0.06534 per kWh for all kWh over 750 kWh

MINIMUM CHARGE:

The Minimum Charge shall be the Customer Charge.

UNIVERSAL SERVICE FUND CHARGE:

Billing under this Rate Sheet shall include a Universal Service Fund 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.

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Nineteenth Revised Sheet No. 16
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P. U. C. O. No. 16
ELECTRIC SERVICE
RESIDENCE RATE

EMISSION FEE RECOVERY CHARGE:

Billing under this Rate Sheet shall include an Emission Fee Recovery Charge as provided on Sheet No. 29.

DELAYED PAYMENT CHARGE:

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

RETURNED CHECK CHARGE:

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

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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Nineteenth Revised Sheet No. 17
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P. U. C. O. No. 16
ELECTRIC SERVICE
OPTIONAL RESIDENTIAL HEATING RATE

APPLICABLE:

Available to all residences and single apartments whose entire requirements are measured through one meter, for lighting and the operation of appliances, provided electric energy is used as the primary source of heating the premises. The Customer may elect to be supplied through a load meter.

CHARACTER OF SERVICE:

Single-phase, alternating current, 60 Hertz (cycles per second), voltage at 120/240 volts or voltages as designated by the Company.

RATE PER MONTH:

Rate A. Without Load Meters Installed:

Customer Charge:

\$4.25 per Customer (Customers with monthly energy consumption), or
\$5.00 per Customer (Customers without monthly energy consumption), plus

Energy Charges:

Summer Period:

\$0.07688 per kWh for the first 750 kWh
\$0.06534 per kWh for all kWh over 750 kWh

Winter Period:

\$0.07688 per kWh for the first 750 kWh
\$0.04488 per kWh for all kWh over 750 kWh

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Dayton, Ohio 45401

Nineteenth Revised Sheet No. 17
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P. U. C. O. No. 16
ELECTRIC SERVICE
OPTIONAL RESIDENTIAL HEATING RATE

RATE PER MONTH: (Continued)

Rate B. With Installed Load Meter:

Customer Charge:

\$6.25 per Customer (Customers with monthly energy consumption), or
\$7.00 per Customer (Customers without monthly energy consumption), plus

Energy Charges:

Summer Period:

\$0.07688 per kWh for the first 750 kWh
\$0.06534 per kWh for all kWh over 750 kWh

Winter Period:

\$0.07688 per kWh for the first 750 kWh
\$0.06534 per kWh for all kWh over 750 kWh but less than the first
150 kWh per kW of Billing Demand
\$0.03055 per kWh for all kWh over 150 kWh per kW of Billing Demand

MINIMUM CHARGE:

The Minimum Charge shall be the Customer Charge.

UNIVERSAL SERVICE FUND CHARGE:

Billing under this Rate Sheet shall include a Universal Service Fund 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.

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P. U. C. O. No. 16
ELECTRIC SERVICE
OPTIONAL RESIDENTIAL HEATING RATE

EMISSION FEE RECOVERY CHARGE:

Billing under this Rate Sheet shall include an Emission Fee Recovery Charge as provided on Sheet No. 29.

DELAYED PAYMENT CHARGE:

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

RETURNED CHECK CHARGE:

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

DETERMINATION OF KILOWATT BILLING DEMAND:

Load meters will be provided at the request of the Customer. The billing demand shall be the greatest thirty (30) minute integrated demand occurring during the current billing period.

SUMMER PERIOD:

The Summer Period shall be all meter readings taken during the billing months of June, July, August, September and October each year.

WINTER PERIOD:

The Winter Period shall be all meter readings taken during the billing months of January, February, March, April, May, November and December each year.

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P. U. C. O. No. 16
ELECTRIC SERVICE
OPTIONAL RESIDENTIAL HEATING RATE

TERM OF CONTRACT:

For Customers who elect to be supplied through a load meter, the term of contract shall be a minimum period of one (1) year and for such time thereafter until terminated by the Company or the Customer giving thirty (30) days written notice.

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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Nineteenth Revised Sheet No. 19
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Page 1 of 4

P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE SECONDARY RATE

APPLICABLE:

Available to any non-residential Customer for lighting and for power, provided that all electric service is supplied at one location on the Customer's premises.

CHARACTER OF SERVICE:

Standard secondary service voltages as provided in the General Service Rules and Regulations, alternating current, 60 hertz (cycles per second). If any portion of service is rendered at secondary voltage, this Rate Sheet is applicable. Service of other characteristics, where available, will be furnished at the option of the Company.

RATE PER MONTH:

Customer Charge:

Unmetered Service	\$ 6.67 per Customer, plus
Single-phase Service	\$ 8.66 per Customer, plus
Three-phase Service	\$16.00 per Customer, plus

Demand Charges:

No charge for the first 5 kW or less of Billing Demand
\$14.0713 per kW for all kW over 5 kW of Billing Demand, plus

Energy Charges:

\$0.06576 per kWh for the first 1,500 kWh
\$0.01388 per kWh for the next 123,500 kWh
\$0.00969 per kWh for all kWh over 125,000 kWh

MINIMUM CHARGE:

The Minimum Charge shall be the Customer Charge.

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Dayton, Ohio 45401

Nineteenth Revised Sheet No. 19
Cancels
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P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE SECONDARY RATE

MAXIMUM CHARGE:

The billing under the Demand and Energy charge provisions of this Rate Sheet shall not exceed \$0.14730 per kWh for all kWh billed.

UNIVERSAL SERVICE FUND CHARGE:

Billing under this Rate Sheet shall include a Universal Service Fund 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.

EMISSION FEE RECOVERY CHARGE:

Billing under this Rate Sheet shall include an Emission Fee Recovery Charge as provided on Sheet No. 29.

DELAYED PAYMENT CHARGE:

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

RETURNED CHECK CHARGE:

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

PRIMARY VOLTAGE METERING:

The above rates are based upon secondary voltage service and metering. When metering is at primary voltage, both the kilowatt billing demand and the energy kilowatt-hours will be adjusted downward by 1% for billing purposes.

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P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE SECONDARY RATE

OFF-PEAK METERING SURCHARGE:

Customers with billing demands less than one thousand kilowatts (1,000 kW) requesting metering devices to determine billing demands during off-peak periods shall be subject to an additional charge of Twenty dollars (\$20.00) per month. No demand less than one thousand kilowatts (1,000 kW) shall be designated as off-peak unless the Customer has elected the metering surcharge option.

For Customers who elect to be supplied through off-peak metering, the Term of Contract shall be a minimum period of one (1) year and for such time thereafter until terminated by the Company or the Customer giving thirty (30) days written notice.

DETERMINATION OF KILOWATT BILLING DEMAND:

The billing demand shall be the greatest thirty (30) minute integrated demand ascertained in kilowatts by instruments suitable for the purpose. Such billing demand shall be the greatest of the following:

1. Off-peak: Seventy-five percent (75%) of the greatest such demand occurring during the billing month, either within the period between 8:00 p.m. of one day and 8:00 a.m. the following day, or on any Saturday or Sunday, or on the following observed legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day; or
2. On-peak: One hundred percent (100%) of the greatest such demand occurring during the billing month at any time not within the period and not on the days specifically mentioned in paragraph 1 above; or
3. Seventy-five percent (75%) of the greatest of such off-peak or on-peak demand as used for billing in the months of June, July, August, December, January and February during the past eleven month period prior to the current billing month.

GENERAL SERVICE SECONDARY RATE PROVISION:

When the use of a Customer's load does not result in billing demands commensurate with facilities installed, the billing demand may be determined by taking 85% of such total connected load. The Maximum Charge provisions of this rate shall not be applicable to these Customers.

Filed pursuant to the Entry dated August 17, 2000, in Case No. 99-1687-EL-ETP, before the Public Utilities Commission of Ohio.

Issued August 31, 2000

Effective September 1, 2000

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

DRAFT

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

Nineteenth Revised Sheet No. 19
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P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE SECONDARY RATE

UNMETERED SERVICE PROVISION:

Unmetered single-phase service is available under this provision upon mutual agreement between the Company and the Customer for lighting and/or incidental power purposes for rated loads less than 5 kilowatts having uniformity of consumption which can be predicted accurately.

This rate is available on application and only to those Customers whose rated load requirements of 5 kilowatts or less can be served at one point of delivery.

For each monthly billing period the kW billing demand shall be the estimated or measured load in kilowatts, and the kilowatt-hours consumed shall be the product of the estimated or measured load in kilowatts multiplied by 730 hours.

The Customer shall furnish electrical protection devices which meet local electric code requirements. In the absence of a local electrical code, the National Electrical Code will be followed.

The Customer shall notify the Company in advance of every change in connected load, and the Company reserves the right to inspect the Customer's equipment at any time to verify or measure such load. In the event the Customer fails to notify the Company of an increase in load, the Company reserves the right to refuse to serve the location thereafter under this rate, and shall be entitled to bill the Customer retroactively on the basis of the increased load for the full period such load was connected. If the character of such load should change, so as to require metered service, the Customer shall provide the facilities to permit the metering.

The Term of Contract shall be a minimum period of one (1) year or such shorter period as may be agreed between the Company and the Customer.

TERMS AND CONDITIONS:

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

All electric service of the Company is rendered under and subject to the General Service Rules and Regulations contained in this schedule.

Filed pursuant to the Entry dated August 17, 2000, in Case No. 99-1687-EL-ETP, before the Public Utilities Commission of Ohio.

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Courthouse Plaza Southwest
Dayton, Ohio 45401

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P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE PRIMARY RATE

APPLICABLE:

Available to all Customers for lighting and for power, who will be served at a nominal voltage of 2400 volts or more at one location on the Customer's premises.

CHARACTER OF SERVICE:

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

RATE PER MONTH:

Customer Charge:

\$95.00 per Customer, plus

Demand Charges:

\$13.8623 per kW for all kW of Billing Demand, plus

\$0.30 per kVAr for all kVAr of Billing Demand, plus

Energy Charge:

\$0.00824 per kWh for all kWh

MINIMUM CHARGE:

The Minimum Charge shall be the Customer Charge.

MAXIMUM CHARGE:

The billing under the Demand and Energy charge provisions of this Rate Sheet shall not exceed \$0.14730 per kWh for all kWh billed.

Filed pursuant to the Entry dated August 17, 2000, in Case No. 99-1687-EL-ETP, before the Public Utilities Commission of Ohio.

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P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE PRIMARY RATE

UNIVERSAL SERVICE FUND CHARGE:

Billing under this Rate Sheet shall include a Universal Service Fund 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.

EMISSION FEE RECOVERY CHARGE:

Billing under this Rate Sheet shall include an Emission Fee Recovery Charge as provided on Sheet No. 29.

DELAYED PAYMENT CHARGE:

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

RETURNED CHECK CHARGE:

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

SECONDARY VOLTAGE METERING:

The above rates are based upon primary voltage service and metering. When metering is at secondary voltage, both the kilowatt billing demand and the energy kilowatt- will be adjusted upward by 1% for billing purposes.

Filed pursuant to the Entry dated August 17, 2000, in Case No. 99-1687-EL-ETP, before the Public Utilities Commission of Ohio.

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P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE PRIMARY RATE

OFF-PEAK METERING SURCHARGE:

Customers with billing demands less than one thousand kilowatts (1,000 kW) requesting metering devices to determine billing demands during off-peak periods shall be subject to an additional charge of Twenty dollars (\$20.00) per month. No demands less than one thousand kilowatts (1,000 kW) shall be designated as off-peak unless the Customer has elected the metering surcharge option.

For Customers who elect to be supplied through off-peak metering, the Term of Contract shall be a minimum period of one (1) year and for such time thereafter until terminated by the Company or the Customer giving thirty (30) days written notice.

DETERMINATION OF KILOWATT BILLING DEMAND:

The billing demand shall be the greatest thirty (30) minute integrated demand ascertained in kilowatts by instruments suitable for the purpose. Such billing demand shall be the greatest of the following:

1. Off-peak: Seventy-five percent (75%) of the greatest such demand occurring during the billing month, either within the period between 8:00 p.m. of one day and 8:00 a.m. the following day, or on any Saturday or Sunday, or on the following observed legal holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day; or
2. On-peak: One hundred percent (100%) of the greatest such demand occurring during the billing month at any time not within the period and not on the days specifically mentioned in paragraph 1 above; or
3. Seventy-five percent (75%) of the greatest of such off-peak or on-peak demand as used for billing in the months of June, July, August, December, January and February during the past eleven month period prior to the current billing month. Where a Customer's establishment contains two or more buildings with separate services, each service having a monthly demand of 500 kW or higher, served under this Rate Sheet, and such buildings are separated by street, alley, or railroad right-of-way, and there is no other intervening property under separate ownership, the demand of all such accounts at coincident times shall be added together for the determination of this Paragraph 3.

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P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE PRIMARY RATE

DETERMINATION OF KILOVAR BILLING DEMAND:

If kilovars are not measured, a 90% power factor will be assumed for billing purposes. Customers with billing demands less than one thousand kilowatts (1,000 kW) requesting metering devices to measure kilovars shall be subject to an additional charge of thirty-four dollars (\$34.00) per month.

Kilovar billing demand shall be determined at the time of maximum kilowatt billing demand.

GENERAL SERVICE PRIMARY RATE PROVISION:

When the use of a Customer's load does not result in billing demands commensurate with facilities installed the billing demand may be determined by taking 85% of such total connected load. The Maximum Charge provisions of the rate shall not be applicable to these Customers.

TERMS AND CONDITIONS:

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

All electric service of the Company is rendered under and subject to the General Service Rules and Regulations contained in this schedule.

Filed pursuant to the Entry dated August 17, 2000, in Case No. 99-1687-EL-ETP, before the Public Utilities Commission of Ohio.

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P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE PRIMARY-SUBSTATION RATE

APPLICABLE:

Available to all Customers for lighting and for power where service is provided without primary distribution feeders directly from the secondary side of a substation step-down transformer(s) in an existing substation provided the Customers have a monthly demand equal to or in excess of 1,000 kW for all electric service supplied at one location on the Customer's premises.

CHARACTER OF SERVICE:

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

RATE PER MONTH:

Customer Charge:

\$170.00 per Customer, plus

Demand Charges:

\$13.1100 per kW for all kW of Billing Demand, plus

\$0.30 per kVAr for all kVAr of Billing Demand, plus

Energy Charge:

\$0.00727 per kWh for all kWh

MINIMUM CHARGE:

The Minimum Charge shall be the Customer Charge.

UNIVERSAL SERVICE FUND CHARGE:

Billing under this Rate Sheet shall include a Universal Service Fund Charge as provided on Sheet No. 31.

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P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE PRIMARY-SUBSTATION RATE

ELECTRIC FUEL COMPONENT CHARGE:

Billing under this Rate Sheet shall include an Electric Fuel Component Charge as provided on Sheet No. 15-A.

EMISSION FEE RECOVERY CHARGE:

Billing under this Rate Sheet shall include an Emission Fee Recovery Charge as provided on Sheet No. 29.

DELAYED PAYMENT CHARGE:

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

RETURNED CHECK CHARGE:

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

SECONDARY VOLTAGE METERING:

The above rates are based upon primary voltage service and metering. When metering is at secondary voltage, both kilowatt billing demand and energy kilowatt-hours will be adjusted upward by 1% for billing purposes.

OFF-PEAK METERING SURCHARGE:

Customers with billing demands less than one thousand kilowatts (1,000 kW) requesting metering devices to determine billing demands during off-peak periods shall be subject to an additional charge of Twenty dollars (\$20.00) per month. No demands less than one thousand kilowatts (1,000 kW) shall be designated as off-peak unless the Customer has elected the metering surcharge option.

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P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE PRIMARY-SUBSTATION RATE

DETERMINATION OF KILOWATT BILLING DEMAND:

The billing demand shall be the greatest thirty (30) minute integrated demand ascertained in kilowatts by instruments suitable for the purpose. Such billing demand shall be the greatest of the following:

1. Off-peak: Seventy-five percent (75%) of the greatest such demand occurring during the billing month, either within the period between 8:00 p.m. of one day and 8:00 a.m. the following day, or on any Saturday or Sunday, or on the following observed legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day; or
2. On-peak: One hundred percent (100%) of the greatest such demand occurring during the billing month at any time not within the period and not on the days specifically mentioned in paragraph 1 above; or
3. Seventy-five percent (75%) of the greatest of such off-peak or on-peak demand as used for billing in the months of June, July, August, December, January and February during the past eleven month period prior to the current billing month. Where a Customer's establishment contains two or more buildings with separate services, each service having a monthly demand of 1,000 kW or greater, served under this Rate Sheet, and such buildings are separated by street, alley, or railroad right-of-way, and there is no other intervening property under separate ownership, the demand of all such accounts at coincident times shall be added together for the determination of this Paragraph 3.

DETERMINATION OF KILOVAR BILLING DEMAND:

If kilovars are not measured, a 90% power factor will be assumed for billing purposes. Customers with billing demands less than one thousand kilowatts (1,000 kW) requesting metering devices to measure kilovars shall be subject to an additional charge of thirty-four dollars (\$34.00) per month.

Kilovar billing demand shall be determined at the time of maximum kilowatt billing demand.

GENERAL SERVICE PRIMARY RATE PROVISION:

When the use of a Customer's load does not result in billing demands commensurate with facilities installed the billing demand may be determined by taking 85% of such total connected load.

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P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE PRIMARY-SUBSTATION RATE

TERM OF CONTRACT:

The Term of Contract shall be for a minimum period of one (1) year, or longer, but may be subject to cancellation by either party after the end of the contract period by ninety (90) days written notice.

TERMS AND CONDITIONS:

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

All electric service of the Company is rendered under and subject to the General Service Rules and Regulations contained in this schedule.

Filed pursuant to the Entry dated August 17, 2000, in Case No. 99-1687-EL-ETP, before the Public Utilities Commission of Ohio.

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Dayton, Ohio 45401

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P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE TRANSMISSION RATE

APPLICABLE:

Available for lighting and for power to all Customers who receive service at 69,000 volts or higher and whose monthly demands are equal to or are in excess of 10,000 KW for all electric service supplied at one location on the Customer's premises.

Customers receiving electric service under this Rate Sheet as of April 30, 1988 are required to receive service at 69,000 volts or higher and to have monthly demands equal to or in excess of 1,000 kW for all electric service supplied to one location on the Customer's premises.

CHARACTER OF SERVICE:

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

RATE PER MONTH:

Customer Charge:

\$270.00 per Customer, plus

Demand Charges:

\$12.3121 per kW for all kW of Billing Demand, plus

\$0.30 per kVAr for all kVAr of Billing Demand, plus

Energy Charge:

\$0.00702 per kWh for all kWh.

MINIMUM CHARGE:

The Minimum Charge shall be the Customer Charge plus 10,000 kW multiplied by the kW Demand Charge.

For all Customers receiving electric service under this Rate Sheet as of April 30, 1988, the Minimum Charge shall be the Customer Charge plus 1000 kW multiplied by the kW Demand Charge.

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P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE TRANSMISSION RATE

UNIVERSAL SERVICE FUND CHARGE:

Billing under this Rate Sheet shall include a Universal Service Fund 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.

EMISSION FEE RECOVERY CHARGE:

Billing under this Rate Sheet shall include an Emission Fee Recovery Charge as provided on Sheet No. 29.

DELAYED PAYMENT CHARGE:

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

RETURNED CHECK CHARGE:

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

PRIMARY VOLTAGE METERING:

The above rates are based upon transmission voltage service and metering. When metering is at primary voltage, both the kilowatt billing demand and the energy kilowatt-hours will be adjusted upward by 1%.

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P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE TRANSMISSION RATE

DETERMINATION OF KILOWATT BILLING DEMAND:

The billing demand shall be a thirty (30) minute integrated demand ascertained by instruments suitable for the purpose and will be measured in kilowatts. Such billing demand shall be the greatest of the following:

1. Off-peak: Seventy-five percent (75%) of the greatest such demand occurring during the billing month, either within the period between 8:00 p.m. of one day and 8:00 a.m. the following day, or on any Saturday or Sunday, or on the following observed legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day; or
2. On-peak: One hundred percent (100%) of the greatest such demand occurring during the billing month at any time not within the period and not on the days specifically mentioned in paragraph 1 above; or
3. Seventy-five percent (75%) of the greatest of such off-peak or on-peak demand as used for billing in the months of June, July, August, December, January and February during the past eleven month period prior to the current billing month. Where a Customer's establishment contains two or more buildings with separate services, each service having a monthly demand of 10,000 kW or greater (or 1,000 kW or greater for all customers receiving electric service under this Rate Sheet as of April 30, 1988), served under this Rate Sheet, and such buildings are separated by street, alley, or railroad right-of-way, and there is no other intervening property under separate ownership, the demand of all such accounts at coincident times shall be added together for the determination of this Paragraph 3.

DETERMINATION OF KILOVAR BILLING DEMAND:

Kilovar billing demand shall be determined at the time of maximum kilowatt billing demand.

TERM OF CONTRACT:

The Term of Contract shall be for a minimum period of one (1) year, or longer, to be determined by the construction costs necessary to supply the service contracted for, but subject to cancellation by either party after the contract period by ninety (90) days written notice.

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P. U. C. O. No. 16
ELECTRIC SERVICE
GENERAL SERVICE TRANSMISSION RATE

TERMS AND CONDITIONS:

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

All electric service of the Company is rendered under and subject to the General Service Rules and Regulations contained in this schedule.

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

APPLICABLE:

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

CHARACTER OF SERVICE:

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

DEFINITIONS

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

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

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

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

RATE PER MONTH:

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

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

UNIVERSAL SERVICE FUND CHARGE:

Billing under this Rate Sheet shall include a Universal Service Fund Charge as provided on Sheet No. 31.

ELECTRIC FUEL COMPONENT CHARGE:

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

EMISSION FEE RECOVERY CHARGE:

Billing under this Rate Sheet shall include an Emission Fee Recovery Charge as provided on Sheet No. 29.

DELAYED PAYMENT CHARGE:

Payment of the total amount due must be received by the Company or an authorized agent by the due date shown on the bill. If Customer does not pay the total amount due to the Company by the due date shown, an additional amount equal to one and one-half percent (1.5%) of the total unpaid balance shall also

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

DRAFT

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

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ELECTRIC SERVICE
NON-FIRM SERVICE RATE

DELAYED PAYMENT CHARGE: (Continued)

become due and payable. This provision is not applicable to unpaid account balances of customers enrolled in income payment plans pursuant to Section 4901:1-18-04(B), Ohio Administrative Code, or other Company approved payment plan arrangements.

RETURNED CHECK CHARGE:

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

DETERMINATION OF KILOWATT BILLING DEMAND:

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

DETERMINATION OF KILOVAR BILLING DEMAND:

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

CONDITIONS FOR LOAD MANAGEMENT AND CURTAILMENT:

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

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

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ELECTRIC SERVICE
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CONDITIONS FOR LOAD MANAGEMENT AND CURTAILMENT: (Continued)

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

REPLACEMENT POWER:

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

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

SPECIAL TERMS AND CONDITIONS:

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

To the extent necessary to render service hereunder, any facilities needed to provide service or ensure compliance with the terms and conditions of Customer's Service Agreement with the Company, including load control and/or switching facilities, shall be paid for by Customer and owned and operated

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

SPECIAL TERMS AND CONDITIONS (Continued):

by the Company. Customer's Service Agreement shall specify the consequences of failing to comply with an Order to Curtail, which shall be negotiated by the Company and Customer.

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

TERM OF CONTRACT:

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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P. U. C. O. No. 16
ELECTRIC SERVICE
INTERRUPTIBLE SERVICE RATE

APPLICABLE:

Available to any Customer which receives or would receive firm service under one of the following firm rate schedules: General Service Primary, General Service Primary-Substation, or General Service Transmission. The Customer must be able to demonstrate a monthly interruptible load greater than or equal to 5,000 kW and the Customer must comply in full with all of the terms and conditions set forth on this Rate Sheet.

CHARACTER OF SERVICE:

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

RATE PER MONTH:

	<u>GENERAL SERVICE PRIMARY</u>	<u>GENERAL SERVICE PRIMARY SUBSTATION</u>	<u>GENERAL SERVICE TRANSMISSION</u>
Customer Charge (per Customer):	\$95.00	\$170.00	\$270.00
Demand Charges:			
Rate per kW for all kW of Billing Demand	\$10.39673	\$9.83250	\$9.23408
Rate per kVAr for all kVAr of Billing Demand	\$0.30	\$0.30	\$0.30
Energy Charge:			
Rate per kWh for all kWh of Billing Energy	\$0.00824	\$0.00727	\$0.00702

UNIVERSAL SERVICE FUND CHARGE:

Billing under this Rate Sheet shall include a Universal Service Fund Charge as provided on Sheet No. 31.

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P. U. C. O. No. 16
ELECTRIC SERVICE
INTERRUPTIBLE SERVICE RATE

ELECTRIC FUEL COMPONENT CHARGE:

Billing under this Rate Sheet shall include an Electric Fuel Component Charge as provided on Sheet No. 15-A.

EMISSION FEE RECOVERY CHARGE:

Billing under this Rate Sheet shall include an Emission Fee Recovery Charge as provided on Sheet No. 29.

DELAYED PAYMENT CHARGE:

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

RETURNED CHECK CHARGE:

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

VOLTAGE METERING ADJUSTMENT:

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

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

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P. U. C. O. No. 16
ELECTRIC SERVICE
INTERRUPTIBLE SERVICE RATE

DETERMINATION OF KILOWATT BILLING DEMAND:

The billing demand shall be the greatest thirty (30) minute integrated demand ascertained in kilowatts by instruments suitable for the purpose. Such billing demand shall be the greatest of the following:

1. Off-Peak: Seventy-five percent (75%) of the greatest such demand occurring during the billing month, either within the period between 8:00 p.m. of one day and 8:00 a.m. the following day, or on any Saturday or Sunday, or on the following observed legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day; or
2. On-Peak: One hundred percent (100%) of the greatest such demand occurring during the billing month at any time not within the period and not on the days specifically mentioned in paragraph 1 above.

If a Customer should transfer a portion of its load, previously served under an applicable firm General Service Rate, to this Interruptible Service Rate, then at the time of such load transfer, the ratchet demand history of the Customer's firm load shall be eliminated.

DETERMINATION OF KILOVAR BILLING DEMAND:

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

CONDITIONS FOR INTERRUPTION:

This service may be interrupted without notice should the Company deem such action necessary. The Company will endeavor, however, to provide notice some hours in advance of probable interruption and, if possible, a second notice of positive interruption.

This Interruptible Service Rate shall be administered such that Customers served hereunder shall be interrupted during the On-Peak periods when the Company's scheduled coal-fired steam generating capacity available is not sufficient to meet the total power requirements, including all firm power sales, on the Company's generating units.

Further, once interrupted, Customers served hereunder shall remain interrupted for as long as the conditions of the previous paragraph exist.

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P. U. C. O. No. 16
ELECTRIC SERVICE
INTERRUPTIBLE SERVICE RATE

CONDITIONS FOR INTERRUPTION: (Continued)

The Company shall only interrupt the Customer during the Off-Peak period as necessary in the event of system emergencies.

The frequency and duration of interruption shall not be limited.

USE OF POWER DURING AN INTERRUPTION PERIOD:

When, in the Company's judgment, the expected period of interruption may be more than one hour, then the Company shall inform the Customer of the anticipated duration of interruption. The Company shall, upon oral request by the Customer, seek to obtain additional temporary supplies equal to the amount of the Customer's load interrupted. If such temporary supplies are available, then the Company will permit the Customer to resume or continue the use of power during the period of interruption. The temporary supplies rate will be \$0.15 per kWh when 1) Company is operating any of its other power generation (i.e., Peaking Units), or 2) Company is purchasing power for capacity or emergency reasons. When the Company is purchasing energy to provide load above its available coal-fired capacity and in lieu of running available peaking units the temporary supplies rate will be \$0.07 per kWh.

SPECIAL TERMS AND CONDITIONS:

The Company shall be the sole judge as to the amount of capacity which it makes available for interruptible and curtailable service from each of the Company's generating stations and from the Company as a whole under all interruptible and curtailable rate schedules. Under the provisions of this Interruptible Service Rate, the Company will continue to contract for additional interruptible load under this Interruptible Service Rate until such time that the Company has reached a total system-wide contracted level of interruptible and curtailable load under all Company interruptible and curtailable rate schedules equal to 150,000 kW. Once the Company has attained 150,000 kW of contracted system-wide interruptible and curtailable load, it will not add any additional interruptible or curtailable Customers to its system.

The Customer shall contract for a monthly interruptible load equal to or greater than 5,000 kW. The Company shall not be required to supply an interruptible load greater than that contracted for except by mutual agreement. If, in the absence of such agreement, the Customer's demand exceeds the contract load, the Company shall promptly notify the Customer to reduce demand and shall interrupt the service if such reduction is not accomplished.

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P. U. C. O. No. 16 ELECTRIC SERVICE INTERRUPTIBLE SERVICE RATE

SPECIAL TERMS AND CONDITIONS: (Continued)

The interruptible load shall be separately served and metered and shall at no time be connected to facilities serving the Customer's firm load. Expenses incurred for separate metering of the interruptible load shall be borne by the Customer.

Facilities for interrupting service to the Customer's interruptible load shall be owned and paid for by the Customer and controlled by the Company. Switching facilities, to be provided by and paid for by the Customer, shall be at all times under the control of Company personnel.

No responsibility of any kind shall be attached to the Company for or on account of any loss or damage caused by or resulting from any interruption of this service.

TERM OF CONTRACT:

The initial Term of Contract between the Company and the Customer shall be ten (10) years. Subsequent to the initial ten (10) year Term of Contract, the contract shall continue on a month-to-month basis.

Either party may cancel the contract by giving the other party written notice of cancellation ten (10) years prior to the desired contract termination date.

The Company shall not be obligated to supply the Customer with firm service to replace the interruptible service as contained in the contract.

Should a Customer exhibit, solely in the judgment of the Company, exceptionally unique operating load characteristics, then the Company will permit the Customer to enter into negotiations with the Company concerning the level of a contract demand charge which fairly reflects the values of Customer interruption to both the Company and the Customer while recognizing the unique operating load characteristics of the Customer.

GENERAL TERMS AND CONDITIONS:

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

All electric service of the Company is rendered under and subject to the General Service Rules and Regulations contained in this schedule.

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P. U. C. O. No. 16
ELECTRIC SERVICE
PRIVATE OUTDOOR LIGHTING SERVICE RATE

APPLICABLE:

Available for all-night outdoor lighting service to any Customer for lighting of driveway and other outdoor areas on the Customer's premises, where such service can be supplied by the installation of lighting fixtures supplied directly from existing secondary circuits.

CHARACTER OF SERVICE:

Unmetered single-phase, 120/240 volt, alternating current, 60 hertz (cycles per second).

RATE PER MONTH:

Fixture Charge:	<u>kWh</u>
\$ 6.47 per lamp, 7,000 Lumens (Nominal) Mercury	75
\$12.91 per lamp, 21,000 Lumens (Nominal) Mercury	154

THE FOLLOWING FIXTURES WILL NOT BE INSTALLED AFTER OCTOBER 17, 1979.

\$6.26 per lamp, 2,500 Lumens (Nominal) Incandescent	64
\$7.36 per lamp, 7,000 Lumens (Nominal) Fluorescent	66
\$7.98 per lamp, 4,000 Lumens (Nominal) Post Top Mercury	43

The Fixture Charge shall include a lamp with luminaire, controlled automatically, and where needed an upsweep arm not over six (6) feet in length, on an existing pole, where service is supplied from existing secondary facilities of the Company. The 4,000 Lumens Post Top Mercury Fixture Charge for underground service only, shall include a post for twelve (12) foot mounting height.

POLE CHARGES:

If a lamp is installed on an existing pole, the Pole Charge shall be included in the Fixture Charge of the applicable lamp. The Pole Charge for each additional standard wood pole shall be \$1.78 per month for each additional pole installed. If a Customer desires an Ornamental Pole, the Pole Charge shall be \$3.70 per month for each Ornamental Pole installed. The Company, at its discretion, reserves the right to refuse to install poles for new installations.

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P. U. C. O. No. 16
ELECTRIC SERVICE
PRIVATE OUTDOOR LIGHTING SERVICE RATE

AERIAL SERVICE:

Secondary aerial spans shall be supplied, where necessary, for an additional charge of \$0.68 net per month, per span.

UNDERGROUND SERVICE:

Underground service will be provided, where requested, for an additional charge of \$0.68 net per month, per 100 trench feet or fraction thereof. The Customer shall provide all trenching and backfilling to accommodate the Company's underground conductors according to Company specifications.

UNIVERSAL SERVICE FUND CHARGE:

Billing under this Rate Sheet shall include a Universal Service Fund Charge as provided on Sheet No. 31. The fixture energy (kWh) listed above is the average monthly usage for each lamp and shall be used for determining the Universal Service Fund Charge.

ELECTRIC FUEL COMPONENT CHARGE:

Billing under this Rate Sheet shall include an Electric Fuel Component Charge as provided on Sheet No. 15-A. The fixture energy (kWh) listed above is the average monthly usage for each lamp and shall be used for determining the Electric Fuel Component Charge.

EMISSION FEE RECOVERY CHARGE:

Billing under this Rate Sheet shall include an Emission Fee Recovery Charge as provided on Sheet No. 29.

DELAYED PAYMENT CHARGE:

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

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P. U. C. O. No. 16
ELECTRIC SERVICE
PRIVATE OUTDOOR LIGHTING SERVICE RATE

RETURNED CHECK CHARGE:

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

TERM OF CONTRACT:

For a fixed term of not less than two (2) years, and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other.

TERMS AND CONDITIONS:

All facilities shall be owned by the Company.

The Company will maintain the equipment and replace defective lamps. All service and necessary maintenance will be performed only during the regular scheduled working hours of the Company. The Company does not guarantee continuous lighting and shall not be liable to the Customer or anyone else for any damage, loss or injury resulting from any interruption in such lighting due to any cause. The Company shall be allowed seventy-two (72) hours after notification by the Customer to replace defective lamps.

All lamps shall burn from dusk to dawn, burning approximately 4000 hours per annum.

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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P.U.C.O. No. 16
ELECTRIC SERVICE
DIRECT CURRENT RATE

THIS RATE IS IN THE PROCESS OF ELIMINATION AND IS WITHDRAWN EXCEPT FOR THE PRESENT INSTALLATIONS OF CUSTOMERS WHO RECEIVED SERVICE HEREUNDER PRIOR TO MAY 29, 1946 AND WILL NOT BE APPLICABLE TO ADDITIONAL CUSTOMERS.

APPLICABLE:

Available for direct current usages within limited portions of the City of Dayton.

CHARACTER OF SERVICE:

Direct Current, three-wire, 125/250 volts.

RATE PER MONTH:

Customer Charge:

\$50.00 per Customer, plus

Energy Charge:

\$0.20000 per kWh for all kWh

MINIMUM CHARGE:

The Minimum Charge shall be the Customer Charge.

UNIVERSAL SERVICE FUND CHARGE:

Billing under this Rate Sheet shall include a Universal Service Fund 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.

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DIRECT CURRENT RATE

EMISSION FEE RECOVERY CHARGE:

Billing under this Rate Sheet shall include an Emission Fee Recovery Charge as provided on Sheet No. 29.

DELAYED PAYMENT CHARGE:

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

RETURNED CHECK CHARGE:

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

TERMS AND CONDITIONS:

A Customer served under this rate shall not be permitted to add to the direct current load presently being served.

Metering of direct current usage shall not under any circumstances be combined with the metering of a Customer's alternating current usage.

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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P. U. C. O. No. 16 ELECTRIC SERVICE SCHOOL RATE

THIS RATE IS IN THE PROCESS OF ELIMINATION AND IS WITHDRAWN EXCEPT FOR THE PRESENT INSTALLATIONS OF CUSTOMERS WHO RECEIVED SERVICE HEREUNDER PRIOR TO OCTOBER 23, 1976 AND WILL NOT BE APPLICABLE TO ADDITIONAL CUSTOMERS.

APPLICABLE:

This rate is available to all primary and secondary public schools and other schools of similar nature operated not for profit which provide courses of instruction substantially equivalent to that of the public schools for lighting, heating, cooking, and incidental power served through one meter.

CHARACTER OF SERVICE:

The voltage will be that available at the location.

RATE PER MONTH:

Customer Charge:

\$38.85 per Customer, plus

Energy Charge:

\$0.06714 per kWh for all kWh

MINIMUM CHARGE:

The Minimum Charge shall be the Customer Charge.

UNIVERSAL SERVICE FUND CHARGE:

Billing under this Rate Sheet shall include a Universal Service Fund 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.

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ELECTRIC SERVICE
SCHOOL RATE

EMISSION FEE RECOVERY CHARGE:

Billing under this Rate Sheet shall include an Emission Fee Recovery Charge as provided on Sheet No. 29.

DELAYED PAYMENT CHARGE:

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

RETURNED CHECK CHARGE:

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

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.

Filed pursuant to the Entry dated August 17, 2000, in Case No. 99-1687-EL-ETP, before the Public Utilities Commission of Ohio.

Issued August 31, 2000

Effective September 1, 2000

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

DRAFT

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

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P.U.C.O. No. 16
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 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.

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CONJUNCTIVE ELECTRIC SERVICE PILOT PROGRAM

DEFINITIONS: (Continued)

"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.

"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.

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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.

UNIVERSAL SERVICE FUND CHARGE:

Billing under this Rate Sheet shall include a Universal Service Fund 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.

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EMISSION FEE RECOVERY CHARGE:

Billing under this Rate Sheet shall include an Emission Fee Recovery Charge as provided on Sheet No. 29.

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.

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.

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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.

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.

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SPECIAL TERMS AND CONDITIONS: (Continued)

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 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.

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SPECIAL TERMS AND CONDITIONS: (Continued)

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 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.

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SPECIAL TERMS AND CONDITIONS: (Continued)

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, 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.

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SPECIAL TERMS AND CONDITIONS: (Continued)

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 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.

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CUSTOMER INQUIRIES AND DISPUTE RESOLUTION: (Continued)

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.
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.

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AGGREGATOR CODE OF CONDUCT: (Continued)

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 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.

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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.
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.

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Effective September 1, 2000

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

DRAFT

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

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ELECTRIC SERVICE
CONJUNCTIVE ELECTRIC SERVICE PILOT PROGRAM

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.

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 an 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.

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AGENCY BILLING SERVICE REQUIREMENTS: (Continued)

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.

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.

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AGENCY BILLING SERVICE REQUIREMENTS: (Continued)

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

Please combine the following DP&L accounts for the purposes of Conjunctive Electric Service negotiations and rate design:

Name	Address	Account Number	kW Load

Please make all further contact through (Aggregator or Group Representative):

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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ELECTRIC SERVICE
CONJUNCTIVE ELECTRIC SERVICE PILOT PROGRAM

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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ELECTRIC SERVICE
UNIVERSAL SERVICE FUND RIDER

The Universal Service Fund Rider shall be assessed on all kilowatt-hours (kWhs) of electricity distributed under this Schedule at a rate of \$0.0005835/kWh, effective with the Company's first cycle billing unit for the month of September, 2000.

The Universal Service Fund is a statewide program which was established under Section 4928.52 of the Ohio Revised Code to be implemented by the Director of Development. The purpose of the fund is to provide qualified Low-Income Customers in Ohio with income-based bills and energy efficiency education programs.

The Universal Service Charge for electric service as required by Rate Sheets of this Tariff shall be the product of the billing kWh and the Universal Service Fund Rider.

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