



January 12, 2015

Village of New Paris has arranged a lower, fixed price for electric supply

Dear New Paris Electric Customer,

Because voters in New Paris approved an electric aggregation program in 2011 to negotiate better energy rates, you could soon be saving money on your electric bill.

Government aggregation programs allow communities to pool citizens together as a buying group to get a better deal on generation rates (the largest portion of your electric bill) from a retail electric supplier. **Your local utility, The Dayton Power and Light Company, will continue to deliver electricity to your home or business, restore power after outages, and perform maintenance and customer service.**

The Village of New Paris selected retail electric supplier DP&L Energy, an affiliate of The Dayton Power and Light Company. The Ohio-based company, certified by the Public Utilities Commission of Ohio (PUCO), will supply you with savings through May, 2018.

It's Smart.

You pay no enrollment or switching fees. And you get one easy-to-read bill from The Dayton Power and Light Company with your DP&L Energy charges included. If you are a residential customer currently on budget billing, you will automatically be enrolled in budget billing.

It's Fair.

Your Utility	Retail Electric Supplier	Fixed Price	Term End Date	Opt-Out Deadline	Early Termination Fee
The Dayton Power and Light Company	DP&L Energy	6.873¢ per kWh	May, 2018	February 2, 2015	\$150

As a member of an aggregation group, you will start seeing savings from DP&L Energy within 30-45 days after The Dayton Power and Light Company accepts your enrollment, depending on when your meter is read. Your savings could start as early as March. Customers receiving net metering service from DP&L are not eligible to participate in the electric aggregation program and should therefore opt out of the program to remain on the net metering service with your utility.

It's Simple.

No action is needed to take advantage of the savings offered through your community program. However, if you wish to be excluded from this discounted rate, you must return the enclosed opt-out form by February 2, 2015. If you decide to opt-out of the aggregation before the program starts, you will be served by the utility's standard service offer unless you choose an alternate provider. If you decide to leave the aggregation program at any other time, the service you receive from the utility may not be under the same rates, terms and conditions that apply to other customers receiving generation from The Dayton Power and Light Company. If you do not opt-out at this time, you will receive a notice at least every three years asking if you wish to remain in the program.

DP&L Energy and The Dayton Power and Light Company are separate but affiliated companies. DP&L Energy's pricing is not regulated by the PUCO. Customers do not have to buy DP&L Energy's products in order to continue to receive quality, regulated service from The Dayton Power and Light Company. This offer is subject to change by DP&L Energy.



If you do not opt-out, The Dayton Power and Light Company will send you a letter confirming that you selected DP&L Energy as your electric generation provider (see attached sample letter). You have seven days from the postmark date of such letter to cancel your contract with DP&L Energy if you do not want to be part of the savings program. **To start seeing savings through the New Paris electric aggregation program, you don't have to do anything when your letter arrives.**

If you have any questions, please call DP&L Energy at 888-674-3753 Monday through Friday from 8 a.m. to 5 p.m.

Welcome to savings with DP&L Energy,

Sincerely,

The Village of New Paris Local Officials

Opt-Out Form – New Paris Electric Governmental Aggregation Program

<p>Option 1 – Do nothing and save. If you want to participate in the aggregation program and save, you do not need to return this form. Your enrollment is automatic.</p>	OR	<p>Option 2 – Opt-out by returning this form. If you do not want to participate in this program, you must mail this completed form before February 2, 2014.</p>
<p>By returning this signed form, you will be EXCLUDED from the New Paris Electric Governmental Aggregation Program.</p> <p><input type="checkbox"/> I wish to opt-out of the New Paris Aggregation Program. (Check to opt-out.)</p> <p>Service Address (City, state and zip): _____</p> <p>Utility 10 Digit Account Number: _____ Phone No.: _____</p> <p>Account Holder's Signature: _____ Date: _____</p> <p>Mail the completed form by February 2, 2014 to: New Paris Aggregation Program, DP&L Energy, 1065 Woodman Dr., Dayton, OH 45432</p>		

This is a sample of the letter you will receive from your utility that confirms you are switching to the lower priced aggregation program with The Village of New Paris.



02/15/2015

Account:
Service Address:

Dear Customer:

This letter confirms that a request has been received to change your electric supplier under DP&L's Electric Choice Program. This change will be effective with the scheduled meter reading on _____. Under this program you will purchase your electric generation and transmission from DPL ENERGY RESOURCES INC and DP&L will continue to deliver the energy through facilities owned and serviced by DP&L.

Please verify the accuracy of the new supplier information. If this information is correct you do not need to call us, we will change your account as indicated above. If you do not want to make this change to a new supplier, contact our office at 331-3500 or 1 (800) 929-8646 by _____.

It is important that DP&L obtain an actual meter reading prior to changing your supplier to ensure the change is based on an actual reading rather than estimated usage. A representative is scheduled to read the meter on _____.

This change in your electric service will first be reflected on the DP&L bill mailed to you on or after _____. Under the Electric Choice program, your monthly DP&L bill will contain DP&L electric distribution service charges and your electric supplier charges. We hope you are pleased with your Electric Choice program and your supplier of choice. As always, DP&L will continue to read your meter and provide you with the same quality service you now enjoy. Please call 331-3500 or 1 (800) 929-9646 if you have any questions.

The Dayton Power and Light Company



These Terms and Conditions together with the enrollment information and opt-out notification are your Generation Supply Agreement ("Agreement") with DPL Energy Resources, Inc. ("DPLER") d.b.a. DPL Energy, a subsidiary of DPL Inc. ("DPL") located at 1065 Woodman Drive, Dayton, Ohio 45432. "We", "us" or "our" refers to DPL Energy, and "you" or "your" refers to the Customer. "Utility" refers to The Dayton Power and Light Company. DPLER is an affiliate of The Dayton Power & Light Company, but is a separate company. This Agreement is subject to the following terms and conditions and the Master Agreement between DPLER and the Village of New Paris ("Community") dated December 22, 2014 ("Master Agreement"). In the event of any inconsistency between the terms and conditions of this Agreement and the Master Agreement, the terms and conditions of this Agreement shall control. Please keep a copy of this Agreement for your records.

- 1. Eligibility** – This Agreement relates only to Customers located in the Community receiving service under the Utility's residential Customer account numbers and locations served under Utility rates 111, 141, 711, 721, 731, 741, 121, 321 and 331 that do not participate in the Percentage of Income Payment Plan and/or non-residential, non-mercantile customers with annual usage requirements less than 700,000 kWh (Commercial Customers) and served under Utility rates 117, 137, 717, 737, 841, 843, 851 and 853. Any account with less than twelve months' usage may not be eligible for this service. Net metered accounts are not eligible for Service and Service may be terminated to any account identified as having a net meter. If another generation supply Agreement exists between Customer and DPLER for this account(s), terms of that Agreement shall prevail and this Agreement will be null and void.
- 2. Nature of the Services** – If you do not opt-out or rescind, upon our confirmation of your eligibility for the Service, DPLER agrees to provide and/or arrange for electric generation supply which currently includes electric energy, capacity, bypassable ancillary services, bypassable transmission and alternate and renewable energy requirements required by a competitive retail electric supplier ("Service") to meet your full usage requirements for electric generation supply as described above in Section 1. In return, you agree to receive and pay for that Service.
- 3. Term** – As a part of your Community's program, this Agreement becomes effective when we confirm your eligibility for the service. Service will begin with your first meter reading after the Utility processes your enrollment and shall continue, subject to the provisions of this Agreement, for the term of Service as specified in the opt-out notification. Pursuant to Section 4, after the expiration of the term specified in the opt-out notice, service may continue under the conditions specified in that section.
- 4. CONTRACT EXPIRATION/SERVICE CONTINUATION – IF YOUR COMMUNITY DOES NOT RENEW THE MASTER AGREEMENT WITH US AND ELECTS TO DISCONTINUE THE MUNICIPAL AGGREGATION PROGRAM, THIS AGREEMENT WILL EXPIRE UNLESS:**
(A) WE ELECT TO CONTINUE THIS AGREEMENT WITH NO CHANGES IN THE SPECIFIED RATE OR TERMS: YOU WILL RECEIVE A NOTICE IN WRITING FROM US THAT THERE ARE NO CHANGES IN THE SPECIFIED RATE OR TERMS AND THAT THIS AGREEMENT WILL AUTOMATICALLY CONTINUE FOR A TERM EQUAL

TO THE TERM OR ANY RENEWAL TERM, WHICHEVER IS APPLICABLE, UNLESS YOU AFFIRMATIVELY CANCEL IT. THE WRITTEN NOTICE WILL SPECIFY WHAT ACTIONS YOU MUST TAKE TO CANCEL THIS AGREEMENT; OR

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

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

- 5. Price** – You agree to pay the Fixed Price for Service received under this Agreement during the Term, which shall be **\$0.06873 per kilowatt-hour.**
- 6. Right to Rescind** – If you do not opt-out and are enrolled to receive Service from DPLER, you can rescind your acceptance of this Agreement with no penalty within seven (7) calendar days from the postmark date on the confirmation notice that will be sent to you by the Utility. Cancellations may be made to the Utility by telephone.
- 7. Billing and Payments** – For each account, you will receive one monthly bill from the Utility with its charges and our charges, and you will continue to pay your bill following the Utility's billing and payment policies. You will incur Utility charges including distribution (delivery) service and all non-bypassable charges of the Utility that are approved by the Public Utilities Commission of Ohio (PUCO). If you have any questions regarding the Utility charges, please contact them directly at 1-800-433-8500. Failure to pay your Utility charges may result in disconnection as provided for in the Utility's tariff. We do not offer summary billing for Service under this Agreement. The Utility offers budget billing for our electric generation service under this Agreement. If you do not pay your bill on time, you may incur late fees calculated at one and a half percent (1.5%) per month or 18% annually or automatically be returned to the Utility's standard offer service. You may also forfeit your ability to choose another electric generation provider until arrearages are paid. We may cancel this Agreement upon fourteen (14) calendar days written notice for non-payment. We may in our sole discretion provide a budget billing option for supplier related

charges. We must be able to obtain at least six (6) months historical usage for your account or premise, and you may have no outstanding late payments with DP&L Energy. We will set your supplier related budget bill amount based on your historical usage and your pricing plan. You will be billed for any budget bill balance owed to us, or provided with a credit for any budget bill balance owed to you a) at least once per year, and b) when your service with us ends. We reserve the right to adjust your budget bill amount twice per year based on your historical usage and your current pricing plan.

8. **Credit Review** – Prior to the acceptance of this Agreement by DPLER, and during the Term, DPLER may conduct credit checks to determine your creditworthiness. You consent to said credit checks and agree that if you do not satisfy our credit standards, we may terminate this Agreement and return you to Utility tariff service. Your obligation to pay for Service received prior to termination will continue.

9. **Actions of Governmental and Regulated Entities** – If a Regulatory Event (as defined in the Master Agreement) occurs, or if action is taken by the Utility, applicable regional transmission organization, transmission provider, or any federal, state or local governmental authorities which materially changes the amounts charged by such entities to us or charged by such entities to our wholesale supplier and flowed-through to us, including any increases or changes in applicable taxes, or which materially changes the manner in which we provide Service to you, we may, in our sole discretion, elect to adjust the price for Service under this Agreement to account for any such cost increases or material changes in Service. Such increased fees and charges could include, but not be limited to, fees for switching, disconnecting, reconnecting or maintaining electric service or equipment; changes to RTO capacity-related charges, transmission or transmission-related charges, or changes to retail electric customer access programs.

10. **Environmental Disclosure** – Our environmental disclosure information is provided with this Agreement and is incorporated by reference. It is also available at our website: www.dplenergy.com/env-disclosure.pdf. You agree that we may make required quarterly updates electronically at our website. We will also provide the information to you at no charge upon request.

11. **Contacting Us** – You can reach us:

- By mail at 1065 Woodman Drive, Dayton, Ohio 45432;
- By telephone at (937) 259-7046 or toll-free at 1-888-674-3753;
- By internet: www.dplenergy.com;

Our business hours are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday. **Questions and Disputes** – If your complaint is not resolved after you have called us and/or your electric Utility, or for general Utility information, you may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 from eight a.m. to five p.m. weekdays, or at www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential Utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

13. **Access to and Release of your Information** – You agree that the Utility may provide us with any information we need to help us serve you, including your meter readings, billing records, consumption records and projections. You also agree that we may provide the Utility with a copy of this Agreement, and you authorize the Utility to treat a copy of this Agreement as the original during the term. We will not release your account number or social security number without your written consent, except for our own credit reporting and collection purposes, for permitted assignments of this Agreement or (as to your account number) for governmental aggregation, or as otherwise required by law. This Agreement shall be considered executed by DPLER following the end of the 21-day opt-out period, the acceptance of the enrollment by your Utility, and the end of the seven (7) day rescission period.

14. **Opt-Out** - At least every three (3) years you will be given the opportunity to opt-out of your Community's aggregation program at no cost. You are responsible for arranging your electric supply upon expiration or termination of this Agreement.

15. **Miscellaneous** – You have the right to request your Service payment history from us twice within a twelve (12) month period for up to the twenty four (24) month period predating the request without charge. You may be charged a switching fee by the Utility, and if you switch back to the Utility you may not be served at the same rates, terms and conditions as other Utility customers. You are solely responsible for any contract termination fees or other fees or damages assessed by any other competitive retail electric supplier. You authorize, but do not obligate, us to exercise your government aggregation opt-out rights.

16. **Termination by Customer** – You may terminate this Agreement without penalty if you move outside the area we are certified to serve or where we charge a different price. During the Term, you may terminate this Agreement at any time upon payment of an early termination fee per account equal to \$150 per Residential or Commercial Account. The early termination fee during any Renewal Term will be \$25 per account.

17. **Successors and Assigns** – We may assign this Agreement to an affiliate or third party, in whole or in part, and will provide you with fourteen (14) days written notice of any assignment. Customer may not assign this Agreement without prior written consent of DPLER.

18. **LIMITATION OF REMEDIES, LIABILITY AND DAMAGES** – THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST US WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES, OR AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES ARE HEREBY WAIVED. DPLER SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSS, DAMAGE OR EXPENSES, INCLUDING DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE OR PROFITS, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL DPLER'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID TO DPLER UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO SUCH CLAIM.



19. Interval Meter – For any account with peak demand exceeding 100 kW, you agree to pay the cost to install an interval meter and a phone line that is required by the Utility to transmit the interval information to the Utility. Should you choose not to pay for the cost of the interval meter and required phone line, that shall be considered as an early termination of this Agreement, and the early termination fee shall apply. Any account that is net-metered is ineligible for Service, and Customer must advise DPLER of the presence of any account(s) with net metering.
20. Offer Availability – This offer is made on an as-available basis and is subject to change or extension at our sole discretion.
21. Adverse Material Change - This Agreement may be revised at any time by DPLER in the event of the occurrence of an event beyond our reasonable control that materially alters the obligations of DPLER in performance of this Agreement. In such circumstances, DPLER will notify you and offer you a revised price and terms. If you do not accept the revised price and terms within thirty (30) days, DPLER may terminate this Agreement.
22. Facsimile and Electronic Signatures – This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.

Electric Aggregation in New Paris Frequently Asked Questions

What is governmental aggregation of electricity?

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

What will my rate be under the aggregation program?

New Paris has negotiated a fixed rate of \$0.06873/kWh for generation from DP&L Energy for all residential and commercial customers with annual usage under 700,000 kWh, through May, 2018.

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

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

What if I don't want to participate?

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

Can I participate if I receive net metering from the utility?

No, customers receiving net metering service from the utility are not eligible to participate in the program. Therefore, you must opt out of the program to remain on the net metering service with your utility.

How will billing be handled?

You will receive one bill from The Dayton Power and Light Company (the utility) that contains your charges for distribution and maintenance service from the utility as well as DP&L Energy's charges for generation.

If I join the aggregation program, can I stay on budget billing?

Residential customers with at least 6 months of usage that participate in the utility's budget billing program will automatically be enrolled in DP&L Energy's budget billing program. Your budget bill amount will be calculated based on your historic usage and will be trued up annually. Budget billing is not available under this program for non-residential accounts.

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

If you have an outage, see fallen power lines, or require emergency repairs, you will continue to contact The Dayton Power and Light Company at 1-800-433-8500.

Who is DP&L Energy?

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

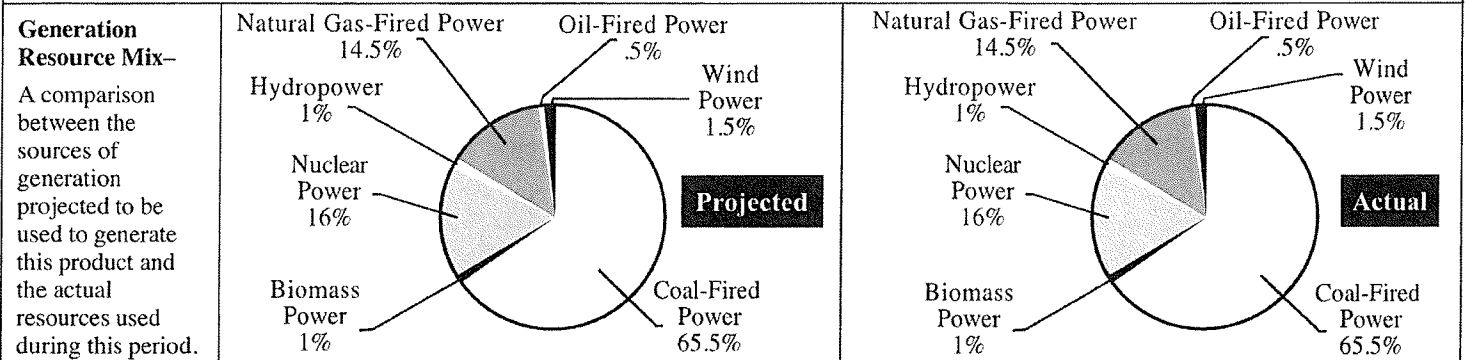
What is the toll-free number for questions?

If you have any questions, please call DP&L Energy at 888-674-3753 Monday through Friday between 8 a.m. and 5 p.m.

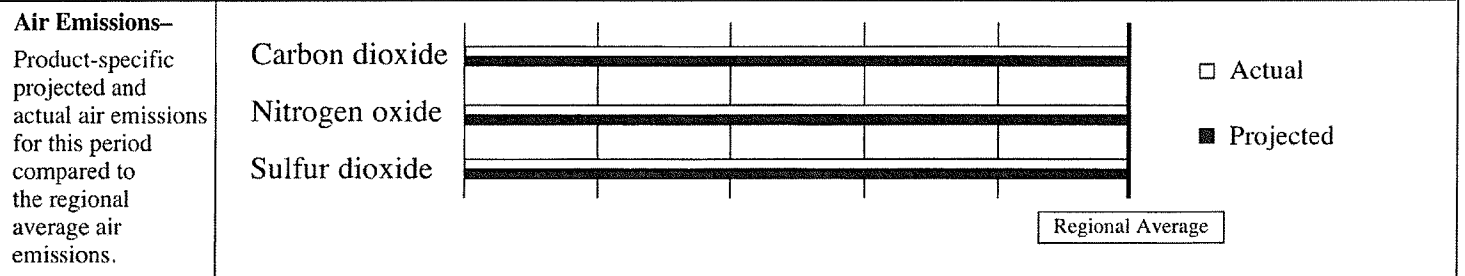
Environmental Disclosure Information • Quarterly Comparisons

Dayton Power & Light • Projected Data for Calendar Year 2014

Actual Data for Period 01/01/14 to 09/30/14



<p>Environmental Characteristics– A description of the characteristics associated with each possible generation resource.</p>	Biomass Power	Air Emissions and Solid Waste
	Coal Power	Air Emissions and Solid Waste
	Hydro Power	Wildlife Impacts
	Natural Gas Power	Air Emissions and Solid Waste
	Nuclear Power	Radioactive Waste
	Oil Power	Air Emissions and Solid Waste
	Other Sources	Unknown Impacts
	Solar Power	No Significant Impacts
	Unknown Purchased Resources	Unknown Impacts
	Wind Power	Wildlife Impacts



<p>Radioactive Waste– Radioactive waste associated with the product.</p>	Type:		Quantity:	
	High-Level Radioactive Waste			Lbs./1,000 kWh
	Low-Level Radioactive Waste			Ft ³ /1,000 kWh

Note: The generation of this product involves the use of 0% of unknown purchased resources. The air emissions and radioactive waste associated with these unknown resources are not included in these charts.

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Dayton Power & Light at www.dpandl.com or by phone at 800-433-8500.

DP&L's practice is to meet or exceed all environmental regulations.

Regional Average Air Emission rates: sulfur dioxide-5.2 Lbs/MWh, nitrogen oxide-1.5 Lbs/MWh, carbon dioxide-1,635 Lbs/MWh