

Confidential Release

Case Number: 96-323-EL-AEC

**Date of Confidential Document:
April 3, 1996**

**Today's Date:
August 25, 2009**

**Correction of confidential and trade secret
documents filed on behalf of Dayton Power and
Light by A. Vinolus. (filed under seal) (3 pgs.)**

This is to certify that the images appearing are an
accurate and complete reproduction of a case file
document delivered in the regular course of business.
Technician Sm Date Processed AUG 25 2009



Working For You Today And Tomorrow

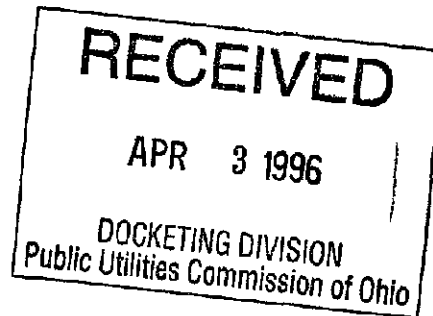
Legal Department

(513)259-7348 Direct Dial
(513)259-7178 Telefax

April 3, 1996

VIA HAND DELIVERY

Daisy Crockron, Chief
Docketing Division
The Public Utilities Commission of Ohio
180 East Broad Street, Tenth Floor
Columbus, Ohio 43215-3793



Re: In The Matter Of The Application Of The Dayton Power And Light Company For Approval Of An Electric Service Arrangement With AGA Gas, Inc. -Correction of Confidential and Trade Secret Documents Filed Under Seal, Case No. 96-323-EL-AEC

Dear Ms. Crockron:

As we recently discussed, a draft confidential page no.10 in lieu of a final confidential page no.10 was inadvertently filed in the sealed envelope containing the material DP&L deems to be confidential and trade secret in this proceeding. Enclosed are three (3) copies of the final confidential page no.10 to be placed in the envelope containing DP&L's confidential and trade secret material filed under seal. Please return to me the three (3) copies of draft confidential page no. which are being replaced.

I am sorry for any inconvenience that this may have caused you. Thank you for your assistance with and attention to this matter.

Very truly,

Athan A. Vinolus
Attorney for The Dayton
Power and Light Company

Enclosure

AAV613

- 7.5 Conditions for Load Management Orders - Orders To Curtail and Load Management Orders shall not exceed one thousand (1,000) hours per year for each year that this Agreement is in effect.
- 7.6 Interruption of Service - In the event that an interruption of service occurs as a result of a system emergency, DP&L will return service as soon as system integrity is restored. Interruptions caused by system emergencies shall not be bound by limits on duration or the maximum hours of interruption set forth in Section 7.5. DP&L shall not be held liable for any loss or damage resulting from any interruption of service that may occur during the Term of this Agreement.
- 7.7 Verification Requests - Upon reasonable request, DP&L shall provide Customer with access to information, records, and other data related to the administration of Orders To Curtail and Load Management Orders.

SECTION 8 - REPLACEMENT POWER

- 8.1 Availability - Customer may purchase Replacement Power for any period during which a Load Management Order is in effect.
- 8.2 Service Option - Replacement Power shall be administered hereunder in accordance with the service options identified under Appendix B.
- 8.3 Replacement Power Cost - The total cost of Replacement Power under Options 1 and 2 of Appendix B, including applicable excise taxes but excluding administrative charges, shall not exceed an average of \$0.06000 per kilowatt-hour per semi-annual term during the first three (3) years of this Agreement. DP&L shall, at June 30, 1996 and each June 30 and December 31 thereafter during years one (1), two (2), and three (3) of this Agreement, refund to Customer any costs in excess of the price specified hereunder.
- 8.4 Service Obligation - If, during such period when Customer is purchasing Replacement Power, for any reason expressed herein, DP&L notifies Customer that Replacement Power is no longer available, the terms of Section 8 and Appendix B shall cease to apply and Customer must reduce its load to the Firm Demand as specified under this Agreement. DP&L shall not be held liable for any loss or damage caused by its inability to provide Replacement Power service hereunder.
- 8.5 Verification Requests - Upon reasonable request, DP&L shall provide Customer with access to information, records, and other data including, but not limited to, an itemization of individual rates and charges related to the administration of Replacement Power hereunder.