

Ms. Betty McCauley  
Public Utilities Commission of Ohio  
Docketing Division, 13<sup>th</sup> Floor  
180 East Broad Street  
Columbus, OH 43215-3793

RECEIVED-DOCKETING DIV  
2012 JAN 18 PM 3:00  
PUCO

12-352-EL-GAG

Please find enclosed the original and ten copies of the Application for Certification for the Village of New Paris. DPL Energy is providing aggregation services to the Village of New Paris and, in this capacity, is filing this application on their behalf.

Should there be any questions and/or additional information needs, please contact: Sharon Schroder, Director of Community Relations, DPL Energy, (937) 259-7153 or through email at [Sharon.Schroder@dplinc.com](mailto:Sharon.Schroder@dplinc.com).

Sincerely,  
Evan Schrader

Sharon Schroder  
Director of Community Relations  
DPL Energy  
(937) 259-7153 office  
(937) 475-8592 cell

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 5 Date Processed **JAN 18 2012**

**Submitted to:**

**The Public Utilities Commission of Ohio**

**CERTIFICATION APPLICATION  
FOR A GOVERNMENTAL  
AGGREGATOR**

**Village of New Paris, Ohio**

Village of New Paris  
301 W Cherry Street  
New Paris, OH 45347

January 18, 2012



*The Public Utilities Commission of Ohio*

PUCO USE ONLY		
Date Received	Case Number	Version
	- EL-GAG	August 2004

12-352

## **CERTIFICATION APPLICATION FOR GOVERNMENTAL AGGREGATORS**

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

**This PDF form is designed so that you may input information directly onto the form.  
You may also download the form, by saving it to your local disk, for later use.**

### **A. APPLICANT INFORMATION**

#### **A-1 Applicant's name, address, telephone number, and web site address**

Name Village of New Paris

Address 301 W. Cherry Street, New Paris, OH 45347

Telephone Number (937) 437-3216

Web site address (if any) newparisonline.com

**A-2 Exhibit A-2 "Authorizing Ordinance"** provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.

**A-3 Exhibit A-3 "Operation and Governance Plan"** provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:

- Terms and conditions of enrollment including:
  - Rates
  - Charges
  - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

**A-4 Exhibit A-4 "Automatic Aggregation Disclosure"** provide a copy of the disclosures required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code

**A-5 Exhibit A-5 "Experience"** provide a detailed description of the applicant's experience and plan for providing aggregation services, including contracting with retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of commission rules adopted pursuant to section 4928.10 of the Revised Code.

**A-6 Contact person for regulatory or emergency matters**

Name Sharon Schroder

Title Director of Community Relations, DPL Energy

Business address 1065 Woodman Dr., Dayton, OH 45432

Telephone number (937 ) - 259 - 7153 Fax # (937 ) - 259 - 7392

E-mail address Sharon.Schroder@dplinc.com

**A-7 Contact person for Commission Staff use in investigating customer complaints**

Name Maria Bubp

Title Director of Operations, DPL Energy

Business address 1065 Woodman Dr., Dayton, OH 45432

Telephone number (937 ) 259 - 7863 Fax # (937 ) - 259 - 7867

E-mail address Maria.Bubp@dplinc.com

**A-8 Applicant's address and toll-free number for customer service and complaints**

Address 1065 Woodman Dr., Dayton, OH 45432

Toll-free telephone number (888 ) - 674 - 3753

Fax # (937 ) - 259 - 7867

  
Signature of Applicant & Title Mayor

Sworn and subscribed before me this 17 day of January, 2012  
Month Year

  
Signature of official administering oath

Christopher A. Driver  
Print Name and Title

My commission expires on 7-24-2015

# **AFFIDAVIT**

State of OHIO :

VILLAGE OF NEW PARIS ss.  
(Town)

County of PREBLE :

NEIL HOFFMAN, Affiant, being duly sworn/affirmed according to law, deposes and says that:

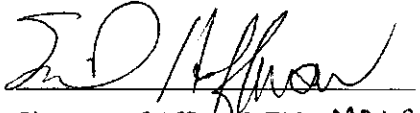
(He)She is the MAYOR (Office of Affiant) of VILLAGE OF NEW PARIS (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

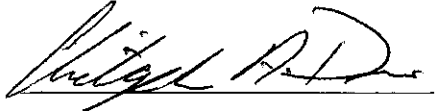
11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that it will docket with the Commission's Docketing Division the final opt-out and any supplemental opt-outs (including beginning and ending dates of the 21-day opt-out period and the selected CRES supplier) at a minimum 10 days prior to sending the opt-outs to customers.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

  
Signature of Affiant & Title Mayor

Sworn and subscribed before me this 17 day of January, 2012

Month Year

  
Signature of official administering oath

Christopher A. Driven  
Print Name and Title

My commission expires on 7-24-2015

# **Exhibit A-1**

**Applicant's Name,  
Address, Telephone  
Number and Web Site  
Address**

**Village of New Paris**  
**301 W Cherry Street**  
**New Paris, OH 45347**  
**(937) 437-3216**  
**Newparisonline.com**



# **Exhibit A-2**

## **Authorizing Ordinance**

ORDINANCE 2011 – 13

**ORDINANCE 2011- 13 AUTHORIZING THE NEW PARIS VILLAGE COUNCIL TO ACT AS THE PURCHASING AGENT AND GOVERNMENTAL AGGREGATOR FOR ELECTRIC POWER FOR THE VILLAGE OF NEW PARIS; AND DECLARING AN EMERGENCY**

The Council of the Village of New Paris, Preble County, Ohio, met in special session on the 28<sup>th</sup> day of December 2011, in Council Chambers with the following members present:

Mary Jane Thomas   Earl Mullins   Rick Van Winkle   Jean Davies

Council person Rick Van Winkle moved the adoption of the following ordinance:

**Whereas**, on November 8, 2011, the residents of the Village of New Paris voted in favor of electric aggregation to improve purchasing leverage and offer reduced electrical generation rates to residential and small business consumers, and,

**Whereas**, the Council of the Village of New Paris have offered their services to act on behalf of the Village of New Paris, Preble County as the governmental aggregator, and,

**Whereas**, having one centralized aggregator will provide for the most expeditious manner to handle any issues arising in the process of electrical aggregation,

**THEREFORE; Be It Ordained,**


Section 1. The New Paris Village Council is hereby authorized to act as the governmental agent for purchasing and aggregation of electric power for the residents of New Paris, Preble County, Ohio.

Section 2. This ordinance shall be copied to the Board of Preble County Commissioners, 101 East Main Street, Eaton, Ohio 45320.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were so adopted in an open meeting of this Council, and that all formal actions, were in meetings open to the public, in compliance with all legal requirements.

Council person Mary Jane Thomas seconded the above ordinance and the vote upon its adoption resulted as follows:

Mary Jane Thomas	Yes	Rick Van Winkle	Yes
Earl Mullins	Yes	Jean Davies	Yes



Neil Hoffman, Mayor

Attest:   
Jane Bunker, Fiscal Officer

I, Jane Bunker, Fiscal Officer of the Village of New Paris, hereby certify this Ordinance is a true and exact copy of the original Ordinance 2011-13.



# **Exhibit A-3**

## **Operation and Governance Plan**

ORDINANCE 2012-02

**AN ORDINANCE ADOPTING THE PLAN OF OPERATION AND GOVERNANCE FOR THE ELECTRIC AGGREGATION PROGRAM FOR THE VILLAGE OF NEW PARIS, PREBLE COUNTY, OHIO.**

The Council of the Village of New Paris, Preble County, Ohio, met in special session on the 17<sup>th</sup> day of January 2012, in Council Chambers with the following members present:

Joe Bartle	Jean Davies	Mary Jane Thomas
Rick Van Winkle	Frank Serafini-Clingenpeel	

Council person Joe Bartle moved the adoption of the following ordinance:

**WHEREAS**, on November 8, 2011, the resident of the Village of New Paris voted in favor of electric aggregation to improve purchasing leverage and offer reduced electrical generation rates to residential and small business consumers, and;

**WHEREAS**, the Council of the Village of New Paris have adopted Ordinance 2011-13 to act as the purchasing agent and governmental aggregator for electric power for the Village of New Paris, Ohio;

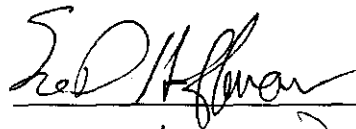
**THEREFORE, Be It Ordained,**

Section 1. The New Paris Village Council hereby adopts the Plan of Operation and Governance.

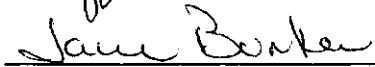
Section 2. It is found and determined that all formal actions of this Council concerning and relation to the adoption of this ordinance were so adopted in an open meeting of this Council, and that all formal actions were in meetings open to the public, in compliance with all legal requirements.

Council person Mary Jane Thomas seconded the above ordinance and the vote upon its adoption resulted as follows:

Mary Jane Thomas	Yes	Rick Van Winkle	Yes
Joe Bartle	Yes	Jean Davies	Yes
Frank Serafini-Clingenpeel	Yes		



Neil Hoffman, Mayor

ATTEST:  Jane Bunker, Fiscal Officer

I, Jane Bunker, Fiscal Officer of the Village of New Paris, hereby certify this Ordinance is a true and exact copy of the original Ordinance 2012-02.



# **Electric Aggregation Program Village of New Paris, Ohio**

## **Plan of Operation and Governance**

Adopted by Village of New Paris Council

January 17, 2012

## **1. Purpose of Electric Aggregation Program**

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

## **2. The Process for Municipal Aggregation**

The process of governmental aggregation is set forth in Ohio Revised Code section 4928.20. On November 8, 2011, New Paris voters approved the development of a form of government electric aggregation known as "opt-out" aggregation. As required by state law, the Village Council passed an Ordinance which authorized submitting the selection of opt-out aggregation to the Village's voters.

As required by regulations of the Public Utility Commission of Ohio (PUCO), the Village has developed this Electric Aggregation Program Plan of Operation and Governance" (the "Plan"). The Village will file an application with the PUCO for certification as a Government Aggregator as soon as the Village Council approves the Plan. Public notice of public hearings to consider the Plan was published in the Palladium-Item, Richmond, Indiana on December 28, 2011 and January 11, 2012, and two public hearings were conducted on January 9, 2012 and January 17, 2012 in accordance with section 4928.20 (C) of the Ohio Revised Code. The Opt-out Notice for the Village's Program will be sent to all eligible electric customers in the Village upon approval of this Plan.

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

By vote of the Village Council of New Paris on December 28, 2011, the Village selected DPL Energy Resources ("DPLER"), a subsidiary of DPL, Inc. as its Retail Electric Generation Provider ("Retail Electric Generation Provider" or "Provider"), to provide the electric power for the New Paris Aggregation Program at this time. Under this Program, The Dayton Power and Light Company ("DP&L") will continue to deliver the electricity purchased from the Village's

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

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

### **3. Operational Plan**

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

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

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

**3.4 Customer Service:** Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to The Dayton Power and Light Company as appropriate, questions regarding the Program administration should go to the Village, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or The Ohio Consumers' Counsel (for Members who are residential consumers). Listed below is a table of toll-free numbers for members to call for assistance.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Power interruptions or outages	The Dayton Power and Light Co.	1-800-672-2231
Power turn on/off	The Dayton Power and Light Co.	1-800-672-2231
Billing disputes	The Dayton Power and Light Co.	1-800-672-2231
Joining/leaving Program	DPL Energy Resources	1-888-674-3753
Unresolved disputes	Public Utilities Commission of Ohio	1-800-686-7826

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

**3.5 Billing:** The Dayton Power and Light Company will include Provider's charges for generation service on its monthly invoice. There will be no administrative fee for billing charged by the Provider. Until enhancements are made to the utility's billing system, Provider's charges will not be levelized under DP&L's budget billing program. Provider shall remain in contact with the Village regarding the ability to offer budget billing for generation charges and shall offer this billing feature once it is supported by DP&L. Billing statements rendered by DP&L reflecting charges of Provider shall comply with the guidelines issued by PUCO.

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

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

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

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



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

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

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

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

Opt-out Procedure:

1. The Village distributes the Opt-Out Form (refer to Exhibit A "Automatic Aggregation Disclosure");
2. Recipients have at least twenty-one (21) days from the date of postmark on the written notice to notify the Village or its designee of election to opt out;
3. The Village will exclude those opting out from the Program;
4. Customers who do not opt out using this procedure will receive written notification from The Dayton Power and Light Company stating that they are about to be switched to the Program and have seven (7) days if they wish to rescind the contract;
5. The Provider will commence generation service to Members who have not rescinded their contracts within the seven (7) day notification period beginning with the Member's normal meter read date within the month when power deliveries begin under the Aggregation Program.
6. Every three years, Members will be notified of their right to opt out of the Program without paying any penalty, following the same procedure for opting out set forth above.
7. At any other time, a Member may opt out of the Program but may be required to pay an early termination fee of \$150.

3.12 Policies for Customers Moving Into/Out of the Municipality: Members who have left the Program or who have moved into the Village may contact the Village or its Provider at any time

to obtain enrollment information. There is, however, no guarantee that customers opting in at a later date will receive the same price, terms and conditions as did the initial participants.

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

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

#### **4. New Paris's Retail Electric Generation Provider: DPL Energy Resources, Inc.**

DPLER satisfies each of the following requirements:

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

#### **5. Changes, Extension or Renewal of Master Service Agreement**

The Master Service Agreement for power supply with DPLER will provide service for an initial period of three (3) years beginning upon activation of service. If the Master Service Agreement is extended or renewed, Members will be notified as required by law and PUCO rules as to any change in rates or service conditions. At least every three years all DP&L customers in the Village who are Members will be given an opportunity to opt out of the Program, and Opt out notices will be provided as required by PUCO rules. Members will

also be notified of their right to return to DP&L's Standard Service Offer or to select an alternate generation supplier.

#### **6. Termination of Master Service Agreement**

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

#### **7. Liability**

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

#### **8. Funding the Aggregation Program**

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

# **Exhibit A-4**

## **Automatic Aggregation Disclosure**

## Opt Out Notice - Commercial

Date \_\_\_\_\_

Dear Village of New Paris Business Owner:

We are pleased to provide you the opportunity to join other local businesses to save money on the electricity you use. Savings are possible through governmental aggregation, where community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Voters in the Village of New Paris approved this program in November, 2011.

After researching competitive electricity pricing options for you, we have chosen DPL Energy Resources, Inc. (DPL Energy), a wholly-owned subsidiary of DPL Inc. and affiliate of The Dayton Power and Light Company ("utility" or "Dayton Power and Light"), to provide you with savings on your electric generation through your meter reading in March, 2015. There is no fee from the utility or from DPL Energy to join the program, and you do not need to do anything to participate.

As a member of this program, you will pay \$0.06560 per kilowatt hour (kWh) for your electric generation and transmission charges. To estimate your month's savings associated with this program, multiply your typical monthly usage against the difference between \$0.06560 and the "Price to Compare" identified on your utility invoice. The "Price to Compare" is the portion of your total electric bill associated with your generation and transmission charges, and changes based on your utility's rates.

Your switch to DPL Energy will occur on your March, 2012 meter reading, and you will see your electric savings beginning with the bill resulting from your April, 2012 meter reading. Of course, you are not obligated to participate in the New Paris aggregation program. If you wish to be excluded from the program and continue to purchase your generation and transmission from Dayton Power and Light, you will have until 21 days from the postmark date on this Opt Out Notice to return the attached "opt out" form. If you do not return the form by that time, you will be enrolled and will receive a similar Opt Out Notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to an early termination fee from DPL Energy, equal to 1.5 cents per kWh multiplied by your average monthly usage over the past 12 months, multiplied by the greater of 3 months or the number of months remaining in the term. In addition, you might not be served under the same rates, terms and conditions that apply to other customers receiving generation and transmission from Dayton Power and Light.

After you become a participant in this aggregation program, Dayton Power and Light will send you a letter confirming your selection of DPL Energy as your electric generation provider.

As required by law, this letter will inform you of your option to cancel your contract with DPL Energy within seven days of its postmark. To remain in the New Paris aggregation program, you don't need to take any action when this letter arrives.

Dayton Power and Light will continue to maintain the system that delivers power to your home – no new poles or wires will be built by DPL Energy. You will continue to receive a single, easy-to-read bill from your local electric utility with your DPL Energy charges included. Please be aware that, until the utility makes changes to its billing system, budget billing will not be available under this program. The utility anticipates that these changes will be in place and tested with suppliers by late summer 2012, and then you will be able to enjoy the benefits of budget billing. We will notify you when this option is available.

If you have any questions, please call DPL Energy at 1-888-674-3753, Monday through Friday, 8 a.m. through 5 p.m. Please do not call the Village of New Paris with aggregation program questions.

Sincerely,

The Village of New Paris Local Officials

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**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.

**Option 2: Opt out by returning this form.** If you do not want to participate in this program, you must return this form before [insert date that is at least 21 days after postmark date of this Notice].

By returning this signed form, you will be **excluded** from this opportunity to join with other residents in the New Paris Aggregation Program.

☐ I wish to opt out of the New Paris Aggregation Program. (check to opt out)

Service Address (City, state and zip): \_\_\_\_\_

Utility 10-digit Account Number \_\_\_\_\_ Phone No.: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail the completed form by [same date as inserted above] to New Paris Aggregation Program, DPL Energy, 1065 Woodman Dr., Dayton, Ohio 45432

## Opt Out Notice - Residential

Date \_\_\_\_\_

Dear Resident of the Village of New Paris:

We are pleased to provide you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Voters in the Village of New Paris approved this program in November, 2011.

After researching competitive electricity pricing options for you, we have chosen DPL Energy Resources, Inc. (DPL Energy), a wholly-owned subsidiary of DPL Inc. and affiliate of The Dayton Power and Light Company ("utility" or "Dayton Power and Light"), to provide you with savings on your electric generation through your meter reading in March, 2015. There is no fee from the utility or from DPL Energy to join the program, and you do not need to do anything to participate.

As a member of this program, you will pay \$0.06560 per kilowatt hour (kWh) for your electric generation and transmission charges. To estimate your month's savings associated with this program, multiply your typical monthly usage against the difference between \$0.06560 and the "Price to Compare" identified on your utility invoice. The "Price to Compare" is the portion of your total electric bill associated with your generation and transmission charges, and changes based on your utility's rates.

Your switch to DPL Energy will occur on your March, 2012 meter reading, and you will see your electric savings beginning with the bill resulting from your April, 2012 meter reading. Of course, you are not obligated to participate in the New Paris aggregation program. If you wish to be excluded from the program and continue to purchase your generation and transmission from Dayton Power and Light, you will have until 21 days from the postmark date on this Opt Out Notice to return the attached "opt out" form. If you do not return the form by that time, you will be enrolled and will receive a similar Opt Out Notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a \$150 cancellation fee from DPL Energy, and you might not be served under the same rates, terms and conditions that apply to other customers receiving generation and transmission from Dayton Power and Light.

After you become a participant in this aggregation program, Dayton Power and Light will send you a letter confirming your selection of DPL Energy as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with DPL Energy within seven days of its postmark. To remain in the New Paris aggregation program, you don't need to take any action when this letter arrives.

Dayton Power and Light will continue to maintain the system that delivers power to your home – no new poles or wires will be built by DPL Energy. You will continue to receive a single, easy-to-read bill from your local electric utility with your DPL Energy charges included. Please be aware that, until

the utility makes changes to its billing system, budget billing will not be available under this program. The utility anticipates that these changes will be in place and tested with suppliers by late summer 2012, and then you will be able to enjoy the benefits of budget billing. We will notify you when this option is available.

If you have any questions, please call DPL Energy at 1-888-674-3753, Monday through Friday, 8 a.m. through 5 p.m. Please do not call the Village of New Paris with aggregation program questions.

Sincerely,

The Village of New Paris Local Officials

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**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.

**Option 2: Opt out by returning this form.** If you do not want to participate in this program, you must return this form before [insert date that is at least 21 days after postmark date of this Notice].

By returning this signed form, you will be **excluded** from this opportunity to join with other residents in the New Paris Aggregation Program.

☐ I wish to opt out of the New Paris Aggregation Program. (check to opt out)

Service Address (City, state and zip): \_\_\_\_\_

Utility 10-digit Account Number \_\_\_\_\_ Phone No.: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail the completed form by [same date as inserted above] to New Paris Aggregation Program, DPL Energy, 1065 Woodman Dr., Dayton, Ohio 45432



# **Exhibit A-5**

## **Experience**

## **APPLICANT'S EXPERIENCE AND PLAN FOR PROVIDING AGGREGATION SERVICES**

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

DPLER is highly capable of serving the New Paris community with competitively priced electricity supply options. DPLER is a PUCO Certified Retail Electric Supplier and is currently serving residential and business customers in the service territories of eight utilities across two states. DPLER also has the experienced staff, procedures, financial resources, systems and vendor relationships in place to effectively implement an aggregation program in a manner that will provide outstanding customer service and customer savings. DPLER consistently ranks in the top 25 retail suppliers nationally based on size.

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

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

# **Exhibit A-6**

## **Contact Person for Regulatory or Emergency Matters**

**Sharon Schroder**  
**Director of Community Relations**  
**DPL Energy, Resources**  
**1065 Woodman Dr.**  
**Dayton, OH 45432**  
**(937) 259-7153 Office**  
**(937) 259-7392 Fax**  
**Sharon.Schroder@DPLINC.com**

# **Exhibit A-7**

## **Contact Person for Commission Staff Use in Investigating Customer Complaints**

**Maria Bubp**  
**Director of Operations**  
**DPL Energy, Resources**  
**1065 Woodman Dr.**  
**Dayton, OH 45432**  
**(937) 259-7863 Office**  
**(937) 259-7867 Fax**  
**Maria.Bubp@DPLINC.com**

# **Exhibit A-8**

## **Applicant's Address and Toll-free Number for Customer Service and Complaints**

**DPL Energy, Resources**  
**1065 Woodman Dr.**  
**Dayton, OH 45432**  
**(888) 674-3753 Toll-free Number**  
**(937) 259-7867 Fax**