



December 7, 2012

Ms. Betty McCauley  
Secretary  
Public Utilities Commission of Ohio  
Docketing Division, 13<sup>th</sup> Floor  
Columbus, Ohio 43215-3793

Re: The City of Wilmington Opt-Out Notifications – Case No. 12-2420-EL-GAG

Dear Ms. McCauley:

DPL Energy submits on behalf of the Clinton County Board of County Commissioners (City of Wilmington) copies of its final opt-out notifications in connection with the case referenced above. These will be sent to eligible customers on or after December 17, with the opt-out deadline not to be earlier than 21 days from the date of the opt-out notice's postmark. The original application was docketed as Case No.12-2420-EL-GAG.

Should there be any questions and/or additional information needs, please contact: Robert Stallman, Director of Community Relations, DPL Energy, (937) 259-7936 or through email at [Robert.Stallman@dplinc.com](mailto:Robert.Stallman@dplinc.com)

Sincerely,

A handwritten signature in cursive script, appearing to read "Bob", written in dark ink.

Robert Stallman  
Director of Community Relations  
DPL Energy  
(937) 259-7936 office  
(937) 475-8714 cell

Enclosures

December 17, 2012

Dear Resident of the City of Wilmington:

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 City of Wilmington approved this program in November, 2003.

After researching competitive electricity pricing options for you, your community has 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 your electric generation through your January 2015 meter reading. 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 \$0.05293 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 in kWh against the difference between \$0.05293 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 with your February 2013 meter read, and you will see your new electric price beginning with the bill resulting from your March 2013 meter read. Of course, you are not obligated to participate in the Wilmington aggregation program. If you choose to opt-out of the aggregation prior to commencement of the program, you will be served by the utility's standard service offer unless you choose an alternative provider. 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 \$75 early termination fee from DPL Energy. In addition by leaving the program early 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 City of Wilmington 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 if you are currently participating in the utility's budget billing program and your premise has at least 7 months of usage, you will automatically be enrolled in the DPL Energy budget bill program. The levelized charges associated with your generation and transmission charges will be set based on your historic usage and the rate set by your community.

If you have any questions, please call DPL Energy at 1-888-266-1738, Monday through Friday, 8 a.m. through 5 p.m. Please do not call the City of Wilmington with aggregation program questions.



Sincerely,

The City of Wilmington and Clinton County Local Officials

### Opt-Out Form – City of Wilmington Aggregation Program

**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.

**OR**

**Option 2 – Opt out by returning this form.**

If you do not want to participate in this program, you must mail this form by January 7, 2013.

By returning this signed form, you will be **EXCLUDED** from this opportunity to join with other residents in the City of Wilmington Aggregation Program.

☐ **I wish to opt out of the City of Wilmington 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 January 7, 2013 to:** DPL Energy, Wilmington Aggregation Program, 1065 Woodman Dr., Dayton, Ohio 45432

December 17, 2012

Dear City of Wilmington 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 City of Wilmington approved this program in November, 2003.

After researching competitive electricity pricing options for you, your community has 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 your electric generation through your January 2015 meter reading. 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 \$0.05293 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 in kWh against the difference between \$0.05293 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 with your February, 2013 meter read, and you will see your new electric price beginning with the bill resulting from your March, 2013 meter read. Of course, you are not obligated to participate in the Wilmington aggregation program. If you choose to opt-out of the aggregation prior to commencement of the program, you will be served by the utility's standard service offer unless you choose an alternative provider. 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 \$75 early termination fee from DPL Energy. In addition, by leaving the program early 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 City of Wilmington 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 business— 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 budget billing will not be available under this program.

If you have any questions, please call DPL Energy at 1-888-266-1738, Monday through Friday, 8 a.m. through 5 p.m. Please do not call the City of Wilmington with aggregation program questions.

Sincerely,

The City of Wilmington and Clinton County Local Officials

## Opt-Out Form – City of Wilmington Aggregation Program

**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.

**OR****Option 2 – Opt out by returning this form.**

If you do not want to participate in this program, you must mail this form by January 7, 2013.

By returning this signed form, you will be **EXCLUDED** from this opportunity to join with other residents in the City of Wilmington Aggregation Program.

☐ **I wish to opt out of the City of Wilmington 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 January 7, 2013 to:**

DPL Energy, Wilmington Aggregation Program, 1065 Woodman Dr., Dayton, Ohio 45432



## Information You Should Know About Electric Aggregation in City of Wilmington

### Q. 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. On the November 2003 ballot, voters in the City of Wilmington authorized the community leaders to establish a government aggregation program for the City.

### Q. What if I don't want to participate?

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, citizens can choose not to be enrolled as an electric generation customer of the community's competitive electric generation supplier.

### Q. What will my rate be under the aggregation program?

The City of Wilmington has negotiated a two year fixed rate of \$0.05293 per kWh with DPL Energy for all residential customers and commercial customers with annual usage under 700,000 kWh. The current Price to Compare for a residential customer using 750 kWh a month is \$0.0982 per kWh as of September 2012, meaning the negotiated rate is a savings of approximately 43%. This will save the average residential customer approximately \$385 a year on their electric bill.

### Q. How will billing be handled?

You will continue to receive one bill from Dayton Power & Light (the utility) that contains your charges for distribution and maintenance service from the utility as well as DPL Energy's charges for generation and transmission. Please be aware that a residential customer with at least 7 months of usage that participates in the utility's budget billing program will automatically be enrolled in DPL Energy's budget billing program. Your budget bill amount will be calculated based on your historic usage and will be trued up with your August meter reading. Budget billing is not available under this program for non-residential accounts.

### Q. 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 Dayton Power & Light at 877-4OUTAGE (877-468-8243).

### Q. Is DPL Energy the same as Dayton Power & Light?

No. They are separate, but affiliated companies. DPL Energy and Dayton Power & Light are both owned by the same parent company, DPL Inc. **DPL Energy** is a competitive retail supplier of electricity and has been helping customers save money on their energy costs since 2001. DPL Energy sells electricity to customers at market-based prices rather than the regulated prices offered by utilities. **The Dayton Power & Light Company** is an electric utility regulated by the Public Utilities Commission of Ohio. Although DPL Energy and Dayton Power & Light are affiliated, they are operated independently per the rules and regulations of the Public Utilities Commission of Ohio.

### Q. Who do I call if I have questions?

Please call DPL Energy at 1-888-266-1738

## Residential and Commercial Terms and Conditions of Service

These Terms and Conditions together with the enrollment information and opt-out notification are your agreement for electric generation service ("Agreement") with **DPL Energy Resources, Inc.** ("DPLER"), a subsidiary of DPL Inc. ("DPL") located at 1065 Woodman Drive, Dayton, Ohio 45432. "We", "us" or "our" refers to DPLER, and "you" or "your" refers to the Customer. "Utility" refers to The Dayton Power and Light Company ("DP&L"). DPLER is an unregulated affiliate of DP&L and is not the utility. This Agreement is subject to the Master Agreement between DPLER and the Community ("Community") dated November 19, 2012 ("Master Agreement"). In the event of any inconsistency between the Terms and Conditions of this Agreement and the Master Agreement, the Master Agreement shall control. Please keep a copy of this Agreement for your records.

1. Eligibility - This Agreement is available to Customers located in the Community receiving service under the Utility's residential rates (Residential Customers) who 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). If you are a Commercial Customer and your maximum annual peak demand on any account is now or subsequently increases to equal or exceed 100 kW based on the most recent twelve months, we may serve or continue to serve you under this Agreement provided you agree to the installation of an interval meter and you comply with the requirements of Section 17 of this Agreement.

2. Nature of the Services - If you do not opt-out or rescind, we agree to provide electric generation supply, which currently includes all electric energy, capacity, by-passable ancillary services, by-passable transmission and alternate and renewable energy requirements required by a competitive retail electric supplier ("Service") to meet the Customer's full usage requirements for electric supply during the term of this Agreement. In return, the Customer agrees to receive and pay for that Service. Our obligation to provide this Service is subject only to the occurrence or non-occurrence of any act or event that is not reasonably within our control.

3. Term - As a part of your Community's program, your Service from DPLER will commence with the next available meter reading and after processing of the enrollment by your Utility, and will continue for the term as specified in the opt-out notification.

4. Price - The price to Customer for Service received under this Agreement shall be **\$0.05293 per kilowatt-hour.**

5. 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 by following the instructions in the confirmation notice. Cancellations may be made to the Utility by telephone.
6. 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. The Utility's charges include distribution (delivery) service and all non-bypassable charges of the Utility that are approved by the PUCO. If you have any questions regarding the Utility charges, please contact the Utility directly at 1-800-433-8500. Failure to pay your Utility charges may result in disconnection as provided for in the Utility's tariff. If you do not pay your bill on time, you may incur late fees or automatically be returned to 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) days written notice for non-payment. . We may in our sole discretion provide a budget billing option to residential accounts for supplier related charges. We must be able to obtain at least 7 months historical usage for your account or premise. 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.
7. 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 charged to us, 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 other changes.
8. Environmental Disclosure - Our environmental disclosure information is provided with this Agreement and is shown at our website. The specific web address is: [www.dplenergy.com/environmental\\_disclosures](http://www.dplenergy.com/environmental_disclosures) 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.

9. Contacting Us - You can reach us:

- **By mail** at 1065 Woodman Drive, Dayton, Ohio 45432;
- **By telephone** at 1-888-674-3753
- **Internet:** [www.dplenergy.com](http://www.dplenergy.com)

Our business hours are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday.

10. Questions and Disputes - If you have a complaint that is not resolved after you have called us and/or your electric Utility, or for general utility information you may contact the PUCO for assistance toll-free at 1-800-686-7826, or for TDD/TTY toll-free at 1-800-686-1570, from 8 AM to 5 PM, Monday through Friday, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Residential Customers may also contact the Ohio Consumers' Counsel for assistance with the complaints and Utility issues at 1-877-742-5622 (toll free) from 8:00 AM – 5:00 PM EST weekdays, or [www.pickocc.org](http://www.pickocc.org).

11. 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 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 and collection purposes, for permitted assignments of this Agreement 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 end of the 7 day rescission period and subsequent acceptance of the enrollment by your Utility.

12. Opt-Out - At least every three 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.

13. Miscellaneous - You have the right to request your Service payment history from us twice within a 12 month period for up to the 24 month period predating the request without charge. 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 any other fees and damages assessed by any other competitive retail electric supplier.

14. 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 initial term or any renewal term, you may terminate this Agreement at any time upon payment of an early termination fee equal to \$75 for Residential or Commercial Accounts

15. Successors and Assigns - We may assign this Agreement to an affiliate or third party, in whole or in part, and will provide you with forty-five (45) days written notice of any assignment.

16. LIMITATION OF REMEDIES, LIABILITY AND DAMAGES - THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST US WILL BE LIMITED TO THE LESSER OF THE DIRECT ACTUAL DAMAGES, OR THE AMOUNT PAID TO US UNDER THIS AGREEMENT FOR THE SIX MONTH PERIOD PRIOR TO THE OCCURRENCE THAT GAVE RISE TO SUCH CLAIM.

17. Interval Meter - If you are a Commercial Customer for Service to any account(s) with maximum peak demand that is or subsequently increases to be greater than or equal to 100kW for the most recent twelve month period, Interval Meters are required. DPLER will pay to the Utility the charges for the required interval metering. In the event that Customer elects, or is required, to receive generation service from any entity other than DPLER, its successor or assignee, including Customer's return to the Utility's Standard Service Offer, DPLER, its successor or assignee may require Customer to reimburse it for the amount paid to the Utility for the interval meter and its installation. Interval metered customers are required, by the Utility tariff, to install a dedicated telephone line to the interval meter. Customer is entirely responsible for the telephone line installation and any ongoing or extraordinary costs related thereto

**Environmental Disclosure Information**  
Dayton Power and Light  
Projected Data for the 2012 Calendar Year

<div><div>Generation Resource Mix-</div><div>A comparison between the sources of generation used to produce this product and the historic regional average supply mix.</div></div>	<div><div>Supplier's Product</div><div><div>Oil 1.97%</div><div>Gas 1.17%</div><div>Unknown 11.35%</div><div>Coal 85.5%</div></div></div> <div><div>Regional</div><div><div>Wind .5%</div><div>Oil .5%</div><div>Biomass 1%</div><div>Hydro 1%</div><div>Natural Gas 7%</div><div>Nuclear 16%</div><div>Coal 74%</div></div></div>																				
<div><div>Environmental Characteristics-</div><div>A description of the characteristics associated with each possible generation resource.</div></div>	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>	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
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Wind Power	Wildlife Impacts																				
<div><div>Air Emissions-</div><div>A comparison between the air emissions related to this product and the regional average air emissions.</div></div>	<div><div>Carbon dioxide</div><div>Sulfur dioxide</div><div>Nitrogen oxides</div><div>Regional Average</div></div>																				
<div><div>Radioactive Waste-</div><div>Radioactive waste associated with the product.</div></div>	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>0</td><td>Lbs/1,000kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>0</td><td>Ft3/1,000kWh</td></tr></table> <div><div>Note: The generation of this product involves the use of 11.35% of unknown purchased resources. The air emissions and radioactive waste associated with these unknown resources are not included in these charts.</div></div>	Type:	Quantity:		High-Level Radioactive Waste	0	Lbs/1,000kWh	Low-Level Radioactive Waste	0	Ft3/1,000kWh											
Type:	Quantity:																				
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Low-Level Radioactive Waste	0	Ft3/1,000kWh																			
<div><div>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 and Light at 1-800-433-8500.</div></div>																					
<div><div>Regional Average Air Emission rates: sulfur dioxide – 6.8 pounds/MWh, nitrogen oxides – 1.6 pounds/MWh, carbon dioxide – 1705 pounds/MWh</div></div>																					

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

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**12/7/2012 12:37:50 PM**

**in**

**Case No(s). 12-2420-EL-GAG**

Summary: Opt-Out Notice to be sent to residential and commercial customers in the City of Wilmington Clinton County electronically filed by Ms. Margeaux Kimbrough on behalf of DPL Energy Resources, Inc.