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CATHERINE A. CUNNINGHAM
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OF COUNSEL
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ANTONIO C. FIORE
PETER E. JONES
ROBERT D. MAROTTA
TED M. McKINNISS*
RANDALL W. MIKES
S. MICHAEL MILLER
ANEEZAL H. MOHAMED

*Resident in Marion Office
**Resident in Cleveland Office

March 11, 2013

Barcy F. McNeal, Secretary
Public Utilities Commission of Ohio
180 East Broad Street
Columbus Ohio 43215

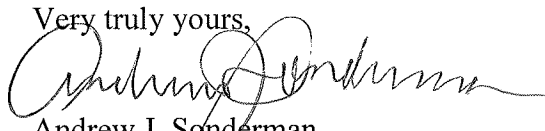
Re: Clinton County Government Aggregation
Case No. 12-2420-EL-GAG

Dear Ms. McNeal:

Enclosed please find for filing in the above-referenced case record the opt-out notices for eligible residential and small commercial customers residing in the Duke Energy Ohio, Inc. service territory, to be mailed not later than March 22, 2013 with a response due date of April 12, 2013.

Please contact the undersigned with any questions regarding this filing.

Very truly yours,


Andrew J. Sonderman
Kegler, Brown, Hill & Ritter LPA

Enclosure

INSERT CLINTON COUNTY LETTERHEAD

March 22, 2013

Dear Resident of the Clinton County:

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 Clinton County approved this program in November, 2012 and Clinton County is the governmental aggregator.

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 April 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 \$0.05240 per kilowatt hour (kWh) for your electric generation charges. To estimate your month's savings associated with this program, multiply your typical monthly usage in kWh against the difference between \$0.05240 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 charges, and changes based on your utility's rates.

Your switch to DPL Energy will occur with your May 2013 meter read, and you will see your new electric price beginning with the bill resulting from your June 2013 meter read. Of course, you are not obligated to participate in the Clinton County 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 from Duke Energy Ohio, Inc., 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 from Duke Energy Ohio, Inc.

After you become a participant in this aggregation program, Duke Energy Ohio, Inc. 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 Clinton County aggregation program, you don't need to take any action when this letter arrives.

Duke Energy Ohio, Inc. 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.

If you have any questions, please call DPL Energy at 1-800-319-1356, Monday through Friday, 8 a.m. through 5 p.m. Please do not call Clinton County with aggregation program questions.

Sincerely,

Mike Curry, President
Clinton County Board of Commissioners

Patrick Haley, Vice-President
Clinton County Board of Commissioners

Kerry R. Steed
Clinton County Board of Commissioners

Opt-Out Form – Clinton County 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 April 12, 2013.

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

☐ **I wish to opt out of the Clinton County 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 April 12, 2013 to: DPL Energy, Clinton County Aggregation Program, 1065 Woodman Dr., Dayton, Ohio 45432

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 Duke Ohio, Inc. DPLER is an unregulated affiliate of DP&L and is not the utility. This Agreement is subject to the Master Agreement between DPLER and Clinton County ("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 **\$0.05240 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 1-800-544-6900. 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. Budget billing is available through the utility.

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. 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 1-800-319-1356
- **Internet:** 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. 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.

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 acceptance of the enrollment by your Utility, and the end of the 7 day rescission period.

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 per Residential or Commercial Account.

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 200kW for the most recent twelve month period, Interval Meters are required by the Utility. Customer agrees to pay the cost of the interval meter and associated telecommunications that may be required by Duke Energy Ohio, Inc. to transmit the interval meter information to the Utility.





Information You Should Know About Electric Aggregation in Clinton County

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 2012 ballot, voters in the Clinton County authorized the community leaders to establish a government aggregation program for the unincorporated areas of the County.

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?

Clinton County has negotiated a two year fixed rate of \$0.05240/kWh for generation from DPL energy for all residential customers and commercial customers with annual usage under 700,000 kWh. To estimate your month's savings associated with this program, multiply your typical monthly usage against the difference between \$0.05240 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 charges, and changes based on your utility's rates.

Q. How will billing be handled?

You will continue to receive one bill from Duke Energy Ohio, Inc. (the utility) that contains your charges for distribution and maintenance service from the utility as well as DPL Energy's charges for generation.

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 Duke Energy Ohio, Inc. at 1-800-544-6900.

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 1-800-319-1356

Environmental Disclosure Information
Dayton Power and Light
Projected Data for the 2013 Calendar Year

<p>Generation Resource Mix- A comparison between the sources of generation used to produce this product and the historic regional average supply mix.</p>	<p>Supplier's Product</p> <p>Purchased Power 13%</p> <p>Coal 87%</p> <p>Less than 1% Gas</p>	<p>Regional</p> <p>Wind 1%</p> <p>Oil .5%</p> <p>Biomass .5%</p> <p>Hydro 1%</p> <p>Natural Gas 8%</p> <p>Nuclear 16%</p> <p>Coal 73%</p>																				
<p>Environmental Characteristics- A description of the characteristics associated with each possible generation resource.</p>	<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																					
<p>Air Emissions- A comparison between the air emissions related to this product and the regional average air emissions.</p>	<p>Carbon dioxide</p> <p>Nitrogen oxides</p> <p>Sulfur dioxide</p> <p>Regional Average</p>																					
<p>Radioactive Waste- Radioactive waste associated with the product.</p>	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>0</td><td>Lbs/1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>0</td><td>Ft³/1,000 kWh</td></tr></table> <p>Note: The generation of this product involves the use of 13% of unknown purchased resources. The air emissions and radioactive waste associated with these unknown resources are not included in these charts.</p>		Type:	Quantity:		High-Level Radioactive Waste	0	Lbs/1,000 kWh	Low-Level Radioactive Waste	0	Ft ³ /1,000 kWh											
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High-Level Radioactive Waste	0	Lbs/1,000 kWh																				
Low-Level Radioactive Waste	0	Ft ³ /1,000 kWh																				

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 www.dpandl.com or by phone at 800-433-8500.

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 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-5.6 Lbs/MWh, nitrogen oxide-1.7 Lbs/MWh and carbon dioxide-1685 Lbs/MWh.

INSERT CLINTON COUNTY LETTERHEAD

March 22, 2013

Dear Clinton County 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 Clinton County approved this program in November, 2012 and Clinton County is the governmental aggregator.

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 April 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 \$0.05240 per kilowatt hour (kWh) for your electric generation charges. To estimate your month's savings associated with this program, multiply your typical monthly usage in kWh against the difference between \$0.05240 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 charges, and changes based on your utility's rates.

Your switch to DPL Energy will occur with your May, 2013 meter read, and you will see your new electric price beginning with the bill resulting from your June, 2013 meter read. Of course, you are not obligated to participate in the Clinton County 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 alternate provider. If you wish to be excluded from the program and continue to purchase your generation from Duke Energy Ohio, Inc., 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 from Duke Energy Ohio, Inc..

After you become a participant in this aggregation program, Duke Energy Ohio, Inc. 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 Clinton County aggregation program, you don't need to take any action when this letter arrives.

Duke Energy Ohio, Inc. 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.

If you have any questions, please call DPL Energy at 1-800-319-1324, Monday through Friday, 8 a.m. through 5 p.m. Please do not call Clinton County with aggregation program questions.

Sincerely,

Mike Curry, President
Clinton County Board of Commissioners

Patrick Haley, Vice-President
Clinton County Board of Commissioners

Kerry R. Steed
Clinton County Board of Commissioners

Opt-Out Form – Clinton County 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 April 12, 2013.

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

☐ **I wish to opt out of the Clinton County 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 April 12, 2013 to:

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

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 Duke Ohio, Inc. DPLER is an unregulated affiliate of DP&L and is not the utility. This Agreement is subject to the Master Agreement between DPLER and Clinton County ("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 **\$0.05240 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 1-800-544-6900. 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. Budget billing is available through the utility.

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. 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 1-800-319-1324
- **Internet:** 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. 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.

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 acceptance of the enrollment by your Utility, and the end of the 7 day rescission period.

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 per Residential or Commercial Account.

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 200kW for the most recent twelve month period, Interval Meters are required by the Utility. Customer agrees to pay the cost of the interval meter and associated telecommunications that may be required by Duke Energy Ohio, Inc. to transmit the interval meter information to the Utility.





Information You Should Know About Electric Aggregation in Clinton County

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 2012 ballot, voters in the Clinton County authorized the community leaders to establish a government aggregation program for the unincorporated areas of the County.

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?

Clinton County has negotiated a two year fixed rate of \$0.05240/kWh for generation from DPL energy for all residential customers and commercial customers with annual usage under 700,000 kWh. To estimate your month's savings associated with this program, multiply your typical monthly usage against the difference between \$0.05240 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 charges, and changes based on your utility's rates.

Q. How will billing be handled?

You will continue to receive one bill from Duke Energy Ohio, Inc. (the utility) that contains your charges for distribution and maintenance service from the utility as well as DPL Energy's charges for generation.

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 Duke Energy Ohio, Inc. at 1-800-544-6900.

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 1-800-319-1324

Environmental Disclosure Information
Dayton Power and Light
Projected Data for the 2013 Calendar Year

<p>Generation Resource Mix- A comparison between the sources of generation used to produce this product and the historic regional average supply mix.</p>	<p align="center"><u>Supplier's Product</u></p>	<p align="center"><u>Regional</u></p>																				
<p>Environmental Characteristics- A description of the characteristics associated with each possible generation resource.</p>	<table border="1"> <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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<p>Radioactive Waste- Radioactive waste associated with the product.</p>	<table border="1"> <thead> <tr> <th>Type:</th> <th colspan="2">Quantity:</th> </tr> </thead> <tbody> <tr> <td>High-Level Radioactive Waste</td> <td align="center">0</td> <td align="center">Lbs/1,000 kWh</td> </tr> <tr> <td>Low-Level Radioactive Waste</td> <td align="center">0</td> <td align="center">Ft³/1,000 kWh</td> </tr> </tbody> </table> <p>Note: The generation of this product involves the use of 13% of unknown purchased resources. The air emissions and radioactive waste associated with these unknown resources are not included in these charts.</p>		Type:	Quantity:		High-Level Radioactive Waste	0	Lbs/1,000 kWh	Low-Level Radioactive Waste	0	Ft ³ /1,000 kWh											
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<p>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 www.dpandl.com or by phone at 800-433-8500.</p>																						

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

Regional Average Air Emission rates: sulfur dioxide-5.6 Lbs/MWh, nitrogen oxide-1.7 Lbs/MWh and carbon dioxide-1685 Lbs/MWh.

This foregoing document was electronically filed with the Public Utilities

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

Summary: Opt-Out Notice Duke Energy Ohio, Inc. Service Territory electronically filed by Mr. Andrew J Sonderman on behalf of DPL Energy Resources, Inc.