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KEGLER BROWN  
HILL & RITTER  
A LEGAL PROFESSIONAL ASSOCIATION

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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  
ANEZAL H. MOHAMED

\*Resident in Marion Office  
\*\*Resident in Cleveland Office

May 10, 2013

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

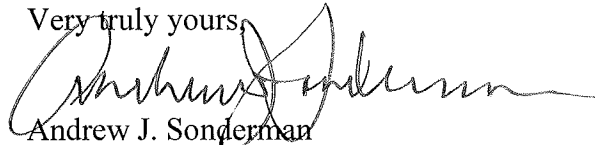
Re: Hocking County Government Aggregation  
Case No. 12-0603-EL-GAG

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 in Marion Township to be mailed not later than May 23, 2013 with a response due date June 13, 2013.

Please contact the undersigned with any questions regarding this filing.

Very truly yours,



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

Enclosure



May 23, 2013

**Hocking County has arranged a lower, fixed price for electric supply**

Dear Marion Township Resident,

Voters in Marion Township joined together with Hocking County Officials and approved an electric governmental aggregation program in 2012 to bring citizens together as a buying group and lower the cost of electricity. Through governmental aggregation, savings are possible on the generation and transmission service of your electricity (the largest portion of your electric bill) by buying from a retail electric supplier certified by the Public Utilities Commission of Ohio. **Your local utility, AEP OHIO, continues to handle the distribution of the power to your home, restores power after outages and maintains your lines.**

**It's Smart.**

Marion Township and Hocking County researched competitive electricity pricing options. DP&L Energy, an affiliate of Dayton Power & Light, was selected to provide you with savings on your electric generation through April 2015. DP&L Energy is an Ohio-based company. There is no cost for enrollment and you will not be charged a switching fee.

**It's Fair.**

As a member of the aggregation group, your price will be 6.083 cents per kilowatt-hour for residential accounts. You will begin to see savings from DP&L Energy after your enrollment has been accepted in approximately 30 to 45 days, depending on when AEP OHIO reads your meter. You will continue to receive a single, easy-to-read bill from AEP OHIO with your DP&L Energy charges included.

No action is needed to take advantage of the savings offered through your community program. However, if you wish to be excluded from the discounted rate, you must return the enclosed opt-out form by June 13, 2013. If you choose to opt-out of the aggregation prior to the commencement of the program, you will be served by the utility's standard service offer unless you choose an alternate provider. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program.

**It's Simple.**

AEP OHIO will send you a letter confirming your selection of DP&L Energy as your electric generation provider and grant you seven days from the postmark date to cancel your contract with DP&L Energy. Enclosed is a sample copy of the utility letter. To remain in the Hocking County electric governmental aggregation program and ensure your savings, you do not have to take any action when this letter arrives—it serves as your confirmation that you are successfully enrolled for savings!

If you have any questions, please call DP&L Energy at 800-319-1356 Monday through Friday, 8 a.m. to 5 p.m.

Regards,

Clark Sheets, President  
Hocking County Board of  
Commissioners

Sandra Ogle  
Hocking County Board of  
Commissioners

John Walker  
Hocking County Board of  
Commissioners



## Opt-Out Form – Hocking County Electric Governmental 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 completed form before June 13, 2013.

By returning this signed form, you will be **EXCLUDED** from the Hocking County Electric Governmental Aggregation Program.

I wish to opt out of the Hocking County Aggregation Program. (Check to opt out.)

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

17-Digit Service Delivery Identifier: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Account Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail the completed form by June 13, 2013 to:

Hocking County Electric Aggregation Program, DP&L Energy, 1065 Woodman Dr., Dayton, OH 45432

This is sample of the letter you will receive from your utility that confirms you are switching to the lower priced aggregation program with Marion Township in Hocking County.



Account number:

Reference:

We have been notified that you have chosen to switch to DPL Energy Resources Inc. as your new electricity supplier. This switch request is scheduled to become effective with your scheduled meter reading date of \_\_\_\_\_. If this information is correct you do not need to call.

**For Residential, Small Commercial and Small Industrial Customers:**

If you are a residential or small commercial customer and have decided that you do not want this switch to take place, or if you believe that it was requested without your knowledge or permission, you must contact American Electric Power (AEP) no later than 5:00 pm on \_\_\_\_\_. AEP can be contacted toll free at 1-888-237-5566, 24 hours a day, seven days a week.

If you elect to cancel this switch request by the time period stated above, you will continue to receive from the company that currently provides electricity to you.

**For Mercantile Customers:**

If you are a mercantile customer, and have decided that you do not want this switch request to take place, or if you believe that it was requested without your knowledge or permission, you must contact the Competitive Retail Electric Supplier noted above immediately and request to be dropped.

A mercantile customer is a commercial or industrial customer who consumes more than seven hundred thousand (700,000) kilowatt-hours per year or is part of a national account involving multiple facilities in one or more states.

For a list of electricity suppliers in your area or if you have any questions, please contact AEP at 1-888-237-5566 or [www.aepohio.com](http://www.aepohio.com). You may also contact the PUCO at 1-800-686-7826 or [www.puco.ohio.gov](http://www.puco.ohio.gov).

Sincerely,

AEP Ohio  
A unit of American Electric Power

## 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 AEP OHIO. DPLER is an affiliate of The Dayton Power and Light Company. This Agreement is subject to the Master Agreement between DPLER and the Community ("Community") dated April 8, 2013 ("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 200 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 18 of this Agreement.
2. **Nature of the Services** - Upon execution of this Agreement, we agree to provide electric generation supply, which currently includes all electric energy, capacity, bypassable ancillary services, bypassable 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 for Residential Customers shall be **\$0.06083 per kilowatt-hour** and for Commercial Customers shall be **\$0.06083 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. You can receive budget billing from the utility, however, only your charges from the utility (distribution service) will continue to be budgeted. Your DPL Energy charges will not be budgeted and you will be responsible to pay the full amount each month. If you have any questions regarding the Utility charges, please contact the Utility directly at 1-800-672-2231. 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.

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** toll-free
    - Residential 1-800-319-1356
    - Commercial 1-800-319-1324
  - **Internet:** [www.dplenergy.com](http://www.dplenergy.com)Our business hours are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday.

11. **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.pickoccc.org](http://www.pickoccc.org).

12. **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.

13. 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.

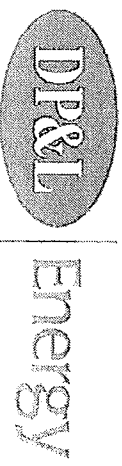
14. Miscellaneous - You have the right to request your Service payment history from us twice within a 12 month period for up to the 24 month period predating the request without charge. If you switch back to the Utility you may not be served at the same rates, terms and conditions as other Utility customers. You are solely responsible for any contract termination fees or any other fees and damages assessed by any other competitive retail electric supplier.

15. 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

16. 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.

17. 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.

18. 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, an interval meter and associated telecommunications are required by the Utility tariff. You agree to facilitate and pay the cost of the interval meter and associated telecommunications required by the Utility to transmit the interval information to the Utility. Should you choose not to pay for the cost of the interval meter and associated telecommunications required by the Utility for distribution service to any account with peak demand equal to or exceeding 200 kW that shall constitute an early termination of this Agreement and the early termination fee shall apply.



## **Electric Aggregation in Hocking County/Marion Township - Frequently Asked Questions**

### **What is governmental aggregation of electricity?**

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

### **What will my rate be under the aggregation program?**

Hocking County has negotiated a fixed rate of \$0.06083/kWh for generation from DPL Energy for all residential customers and \$0.06083/kWh for commercial customers with annual usage under 700,000 kWh, through April 2015.

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

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

### **What if I don't want to participate?**

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

### **How will billing be handled?**

You will receive one bill from American Electric Power Company (AEP) (the utility) that contains your charges for distribution and maintenance service from the utility as well as DPL Energy's charges for generation.

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

Yes, you can remain on budget billing; however, only your charges from the utility will continue to be budgeted. Your charges from DPL Energy will not be budgeted – you will pay the full amount each month.

### **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 American Electric Power (AEP) Company at 1-800-672-2231.

### **Who is DPL Energy?**

DPL Energy is a competitive retail supplier of electricity based in Ohio 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. DPL Energy and The Dayton Power and Light Company (a regulated Ohio electric utility) are both owned by the same parent company, DPL Inc. Although DPL Energy and The Dayton Power and Light Company are affiliated, they are operated independently per the rules and regulations of the Public Utilities Commission of Ohio.

### **What is the toll-free number for questions?**

If you have any questions, please call DPL Energy Monday through Friday between 8am-5pm;  
Residential – 1-800-319-1356 OR Commercial – 1-800-319-1324



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

<p><b>Generation Resource Mix-</b> 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>Purchased Power 13%</p> <p>Coal 87%</p> <p>Less than 1% Gas</p>	<p align="center"><u>Regional</u></p>																				
<p><b>Environmental Characteristics-</b> 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>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 <a href="http://www.dpandl.com">www.dpandl.com</a> 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.





May 23, 2013

**Hocking County has arranged a lower, fixed price for electric supply**

Dear Marion Township Business,

Voters in Marion Township joined together with Hocking County and approved an electric governmental aggregation program in 2012 to bring citizens together as a buying group and lower the cost of electricity. Through governmental aggregation, savings are made possible through a retail electric supplier certified by the Public Utilities Commission of Ohio, which provides the generation and transmission service of your electricity (the largest portion of your electric bill). **Your local utility, AEP OHIO, continues to handle the distribution of the power to your home, restores power after outages and maintains your lines.**

**It's Smart.**

Marion Township and Hocking County researched competitive electricity pricing options. DPL Energy an affiliate of Dayton Power & Light, was selected to provide you with savings on your electric generation through April, 2015. DPL Energy is an Ohio-based company. There is no cost for enrollment, and you will not be charged a switching fee.

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As a member of the aggregation group, your price will be 6.08 cents per kilowatt-hour for commercial accounts. You will begin to see savings from DPL Energy after your enrollment has been accepted in approximately 30 to 45 days, depending on when AEP OHIO reads your meter. You will continue to receive a single, easy-to-read bill from AEP OHIO with your DPL Energy charges included.

Participation in the aggregation program is voluntary. No action is needed if you would like to be included in the savings offered through your community program; however, if you wish to be excluded from the discounted rate, you must return the enclosed opt-out form by June 13, 2013. If you choose to opt-out of the aggregation prior to the commencement of the program, you will be served by the utility's standard service offer unless you choose an alternate provider. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program.

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AEP OHIO will send you a letter confirming your selection of DPL Energy as your electric generation provider and grant you seven days from the postmark date to cancel your contract with DPL Energy. Enclosed is a sample copy of the utility letter. To remain in the Hocking County electric governmental aggregation program and ensure your savings, you do not have to take any action when this letter arrives—it serves as your confirmation that you are successfully enrolled for savings!

If you have any questions, please call DPL Energy at 800-319-1324 Monday through Friday, 8 a.m. to 5 p.m.

Regards,

Clark Sheets, President  
Hocking County Board of  
Commissioners

Sandra Ogle  
Hocking County Board of  
Commissioners

John Walker  
Hocking County Board of  
Commissioners



## Opt-Out Form – Hocking County Electric Governmental 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 completed form before June 13, 2013.

By returning this signed form, you will be **EXCLUDED** from the Hocking County Electric Governmental Aggregation Program.

I wish to opt out of the Hocking County Aggregation Program. (Check to opt out.)

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

17-Digit Service Delivery Identifier: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Account Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail the completed form by June 13, 2013 to:

Hocking County Electric Aggregation Program, DPL Energy, 1065 Woodman Dr., Dayton, OH 45432

**This is sample of the letter you will receive from your utility that confirms you are switching to the lower priced aggregation program with Marion Township in Hocking County.**



Account number:

Reference:

We have been notified that you have chosen to switch to DPL Energy Resources Inc. as your new electricity supplier. This switch request is scheduled to become effective with your scheduled meter reading date of \_\_\_\_\_. If this information is correct you do not need to call.

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If you are a residential or small commercial customer and have decided that you do not want this switch to take place, or if you believe that it was requested without your knowledge or permission, you must contact American Electric Power (AEP) no later than 5:00 pm on \_\_\_\_\_. AEP can be contacted toll free at 1-888-237-5566, 24 hours a day, seven days a week.

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Sincerely,

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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 AEP OHIO. DPLER is an affiliate of The Dayton Power and Light Company. This Agreement is subject to the Master Agreement between DPLER and the Community ("Community") dated April 8, 2013 ("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 200 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 18 of this Agreement.
2. **Nature of the Services** - Upon execution of this Agreement, we agree to provide electric generation supply, which currently includes all electric energy, capacity, bypassable ancillary services, bypassable 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 for Residential Customers shall be **\$0.06083 per kilowatt-hour** and for Commercial Customers shall be **\$0.06083 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. You can receive budget billing from the utility; however, only your charges from the utility (distribution service) will continue to be budgeted. Your DPL Energy charges will not be budgeted and you will be responsible to pay the full amount each month. If you have any questions regarding the Utility charges, please contact the Utility directly at 1-800-672-2231. 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.

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\\_disclosure](http://www.dplenergy.com/environmental_disclosure). 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** toll-free
    - Residential 1-800-319-1356
    - Commercial 1-800-319-1324
  - **Internet:** [www.dplenergy.com](http://www.dplenergy.com)Our business hours are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday.

11. **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.pjckoccc.org](http://www.pjckoccc.org).

12. **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.

13. 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.

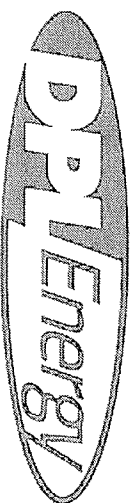
14. Miscellaneous - You have the right to request your Service payment history from us twice within a 12 month period for up to the 24 month period preceding the request without charge. If you switch back to the Utility you may not be served at the same rates, terms and conditions as other Utility customers. You are solely responsible for any contract termination fees or any other fees and damages assessed by any other competitive retail electric supplier.

15. 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

16. 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

17. 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.

18. 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, an interval meter and associated telecommunications are required by the Utility tariff. You agree to facilitate and pay the cost of the interval meter and associated telecommunications required by the Utility to transmit the interval information to the Utility. Should you choose not to pay for the cost of the interval meter and associated telecommunications required by the Utility for distribution service to any account with peak demand equal to or exceeding 200 kW that shall constitute an early termination of this Agreement and the early termination fee shall apply.



# **Electric Aggregation in Hocking County/Marion Township - Frequently Asked Questions**

## **What is governmental aggregation of electricity?**

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

## **What will my rate be under the aggregation program?**

Hocking County has negotiated a fixed rate of \$0.06083/kWh for generation from DPL Energy for all residential customers and \$0.06083/kWh for commercial customers with annual usage under 700,000 kWh, through April 2015.

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

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

## **What if I don't want to participate?**

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

## **How will billing be handled?**

You will receive one bill from American Electric Power Company (AEP) (the utility) that contains your charges for distribution and maintenance service from the utility as well as DPL Energy's charges for generation.

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

Yes, you can remain on budget billing; however, only your charges from the utility will continue to be budgeted. Your charges from DPL Energy will not be budgeted – you will pay the full amount each month.

## **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 American Electric Power (AEP) Company at 1-800-672-2231.

## **Who is DPL Energy?**

DPL Energy is a competitive retail supplier of electricity based in Ohio 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. DPL Energy and The Dayton Power and Light Company (a regulated Ohio electric utility) are both owned by the same parent company, DPL Inc. Although DPL Energy and The Dayton Power and Light Company are affiliated, they are operated independently per the rules and regulations of the Public Utilities Commission of Ohio.

## **What is the toll-free number for questions?**

If you have any questions, please call DPL Energy Monday through Friday between 8am-5pm;  
Residential – 1-800-319-1356 OR Commercial – 1-800-319-1324



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

<p><b>Generation Resource Mix-</b> A comparison between the sources of generation used to produce this product and the historic regional average supply mix.</p>	<p align="center"><b>Supplier's Product</b></p> <p>Purchased Power 13%</p> <p>Coal 87%</p> <p>Less than 1% Gas</p>	<p align="right"><b>Regional</b></p>																				
<p><b>Environmental Characteristics-</b> 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>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 <a href="http://www.dpandl.com">www.dpandl.com</a> 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**

**Commission of Ohio Docketing Information System on**

**5/10/2013 2:29:30 PM**

**in**

**Case No(s). 12-0603-EL-GAG**

Summary: Opt-Out Notice Opt-Out Notice in Marion Township with a response due date of June 13, 2013 electronically filed by Mr. Andrew J Sonderman on behalf of DP&L Energy