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May 24, 2013

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

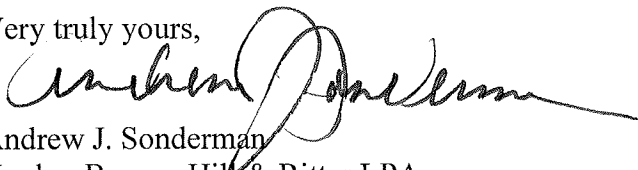
Re: Village of Cleves Government Aggregation
Case No. 13-0631-EL-GAG

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 the Village of Cleves to be mailed not later than June 3, 2013 with a response due date June 24, 2013.

Please contact the undersigned with any questions regarding this filing.

Very truly yours,


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

Enclosure



June 3, 2013

Village of Cleves has arranged a lower, fixed price for electric supply

Dear Village of Cleves Electric Customer,

Voters in the Village of Cleves have 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, DUKE ENERGY OHIO, continues to handle the distribution of the power to your home, restores power after outages and maintains your lines.**

It's Smart.

Village of Cleves has 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 May 2014. 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 4.55 cents per kilowatt-hour for electric generation charges which is approximately 25% less than Duke's current Price-To-Compare¹. You will begin to see savings from DP&L Energy once your enrollment has been established after acceptance by DUKE ENERGY OHIO in approximately 30 to 45 days and depending on when DUKE ENERGY OHIO reads your meter. You will continue to receive a single, easy-to-read bill from DUKE ENERGY 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 24, 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.

DUKE ENERGY 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 Village of Cleves 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,

Danny Stacy
Mayor of Cleves

¹Savings based on Duke Energy Ohio standard offer of 5.99¢ per kilowatt-hour (kWh) as of May, 2013. Your actual savings will vary based on usage. DP&L Energy's pricing is not regulated by the Public Utilities Commission of Ohio. This offer is subject to change by DP&L Energy.



Opt-Out Form – Village of Cleves 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 24, 2013.

By returning this signed form, you will be **EXCLUDED** from the Village of Cleves Electric Governmental Aggregation Program.

☐ I wish to opt out of the Village of Cleves 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 June 24, 2013 to:

Village of Cleves Electric Aggregation Program, DP&L Energy, 1065 Woodman Dr., Dayton, OH 45432

¹Savings based on Duke Energy Ohio standard offer of 5.99¢ per kilowatt-hour (kWh) as of May, 2013. Your actual savings will vary based on usage. DP&L Energy's pricing is not regulated by the Public Utilities Commission of Ohio. This offer is subject to change by DP&L Energy.

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. 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 May 21, 2013. 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 Duke Energy Ohio, Inc.'s residential rates (Residential Customers) who do not participate in the Percentage of Income Payment Plan and/or non-residential 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 17 of this Agreement.
2. **Nature of the Services** - Upon execution of this Agreement, DPLER agrees to provide electric generation supply, which currently includes electric energy, capacity, by-passable ancillary services, and alternate and renewable energy requirements required by a competitive retail electric supplier ("Service") to meet the Customer's full usage requirements for electric generation supply during the term of this Agreement. In return, the Customer agrees to receive and pay for that Service. DPLER's provision of the Service herein is subject only to Force Majeure. The term "Force Majeure" shall mean the occurrence or non-occurrence of any act or event that is not reasonably within the control of the claiming Party and which, by the exercise of reasonable due diligence, such Party could not have prevented or overcome. Examples of such causes include, but are not limited to, (a) acts of God or of the public enemy, (b) fires, (c) floods, (d) epidemics, (e) acts of a state or federal regulating authority, or (f) other similar acts or occurrences.
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 Duke Energy Ohio, Inc., 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 **\$0.0455 per kilowatt-hour** for the term specified in the opt-out notification.
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 Duke Energy Ohio, Inc. by following the instructions in the confirmation notice. Cancellations may be made to Duke Energy Ohio, Inc. by telephone.
6. **Billing and Payments** - For each account, you will receive one monthly bill from Duke Energy Ohio, Inc. with its charges and our charges, and you will continue to pay your bill following Duke Energy Ohio, Inc.'s billing and payment policies. Duke Energy Ohio, Inc.'s charges include distribution (delivery) service and all non-bypassable charges of Duke Energy Ohio, Inc. that are approved by the Public Utilities Commission of Ohio (PUCO). If you have any questions regarding the Duke Energy Ohio, Inc. charges, please contact Duke Energy Ohio, Inc. directly at 1-800-544-6900. Failure to pay your Duke Energy Ohio, Inc. charges may result in disconnection as provided for in the Duke Energy Ohio, Inc. tariff. If you do not pay your bill on time, you may incur late fees or automatically be returned to Duke Energy Ohio, Inc.'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 action is taken by Duke Energy Ohio, Inc., 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/env-disclosure.pdf. 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 1-800-3191356
 - **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 Duke Energy Ohio, Inc., 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 Duke Energy Ohio, Inc. 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 Duke Energy Ohio, Inc. 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 Duke Energy Ohio, Inc. with a copy of this Agreement, and you authorize Duke Energy Ohio, Inc. 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 Duke Energy Ohio, Inc.
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 Duke Energy Ohio, Inc. you may not be served at the same rates, terms and conditions as other Duke Energy Ohio, Inc. 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 at any time, to be effective with a scheduled meter reading by Duke Energy of Ohio, without payment of an early termination fee.
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, an interval meter and associated telecommunications are required by Duke Energy Ohio, Inc. tariff. Customer agrees to pay the cost of the interval meter and associated telecommunications required by Duke Energy Ohio, Inc. to transmit the interval meter information to Duke Energy Ohio, Inc.

This is sample of the letter you will receive from your utility that confirms you are switching to the lower priced aggregation program with the Village of Cleves



April 30, 2013

Name:

Address:

City, State, Zip Code:

Subject: Enrollment with a New Supplier in Duke Energy's Electric Customer Choice Program for Account Number _____

Dear Customer:

Duke Energy processed your application for electric service under Duke Energy's Electric Customer Choice Program. DPL Energy Resources will become your electric supplier, effective with your next meter reading date of _____. Approximately 30 days after this meter reading date, you will receive your first bill reflecting this change in your electric supplier. If you wish to cancel this enrollment with DPL Energy Resources please contact our Customer Service department toll free at (800)544-6900 by _____.

You will continue to receive one bill from Duke Energy each month with separate line charges from Duke Energy and DPL Energy Resources. Your bill will include:

1. Electric distribution regulated charges from Duke Energy
2. Generation commodity charges from DPL Energy Resources along with the contracted price or rate in addition to DPL Energy Resources telephone number.

Under certain circumstances where Duke Energy retains the billing and collection responsibility for supplier charges, we also are responsible for administering disconnection. If Duke Energy is responsible for billing and collection, payments must be adequate to cover the entire past due amount appearing on a bill. Please note, however, that you may continue to be served by DPL Energy Resources if your account is in arrears.

If you have questions related to DPL Energy Resources rate or contracted price, please contact them at 800-319-1356. For questions regarding Duke Energy's billing service or our Electric Customer Choice Program, please contact our Customer Service department at (800)544-6900, or visit our Web site at www.duke-energy.com.

Duke Energy is committed to continuing to find better ways to serve our customers. We appreciate your business and the opportunity to serve you.

Sincerely,

J.R. Rainear
Customer Service Department

Electric Aggregation in the Village of Cleves - 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 the Village of Cleves authorized the community leaders to establish a government aggregation program for the community.

What will my rate be under the aggregation program?

The Village of Cleves has negotiated a two year fixed rate of \$.04550/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 \$.04550 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.

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 competitive electric generation supplier.

How will billing be handled?

You will 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.

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.

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 1-800-319-1356 Monday through Friday between 8am-5pm;

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

<p>Generation Resource Mix-</p> <p>A comparison between the sources of generation used to produce this product and the historic regional average supply mix.</p>	<div><div><p>Supplier's Product</p><p>Purchased Power 13% Coal 87% Less than 1% Gas</p></div><div><p>Regional</p><p>Coal 73% Nuclear 16% Natural Gas 8% Biomass .5% Hydro 1% Oil .5% Wind 1%</p></div></div>																				
<p>Environmental Characteristics-</p> <p>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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<p>Air Emissions-</p> <p>A comparison between the air emissions related to this product and the regional average air emissions.</p>	<div><div><p>Carbon dioxide</p><p>Nitrogen oxides</p><p>Sulfur dioxide</p></div><p>Regional Average</p></div>																				
<p>Radioactive Waste-</p> <p>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											
Type:	Quantity:																				
High-Level Radioactive Waste	0	Lbs/1,000 kWh																			
Low-Level Radioactive Waste	0	Ft ³ /1,000 kWh																			
<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

Commission of Ohio Docketing Information System on

5/24/2013 11:09:19 AM

in

Case No(s). 13-0631-EL-GAG

Summary: Opt-Out Notice Village of Cleves electronically filed by Mr. Andrew J Sonderman on behalf of DP&L Energy