



The Public Utilities Commission of Ohio

Original GAG Case Number	Version
12 -0352-EL-GAG	August 2004

RENEWAL APPLICATION FOR GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

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

A. RENEWAL INFORMATION

A-1 Applicant's legal name, address, telephone number, PUCO certificate number, and web site address

Legal Name Village of New Paris

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

PUCO Certificate # and Date Certified 12-352-EL-GAG

Telephone # (937) 437-3216 Web site address (if any) newparisonline.com

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

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

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

A-4 **Exhibit A-4 Automatic Aggregation Disclosure - "Opt-out Form"** provide a copy of the disclosures/"opt-out" required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

A-5 **Contact person for regulatory or emergency matters**


Name Robert Stallman
Title Director, Community Development
Business address 1065 Woodman Drive, Dayton, OH 45432
Telephone # (937) 259-7936 Fax # (937) 259-7392
E-mail address (if any) robert.stallman@dplinc.com

A-6 **Contact person for Commission Staff use in investigating customer complaints**

Name Amber Ruby
Title Operations Manager
Business address 1065 Woodman Drive, Dayton, OH 45432
Telephone # (937) 259-7258 Fax # (937) 259-7867
E-mail address (if any) amber.ruby@dplinc.com

A-7 **Applicant's address and toll-free number for customer service and complaints**

Customer Service address 1065 Woodman Drive, Dayton, OH 45432
Toll-free Telephone # (888) 674-3753 Fax # (937) 259-7867
E-mail address (if any) _____


Signature of Applicant & Title

Sworn and subscribed before me this 9th day of January, 2014 Year
Month _____


Signature of official administering oath

Christopher A. Driver, Notary
Print Name and Title

My commission expires on 7-24-2015 Christopher A. Driver, Notary Public
In and for the State of Ohio
My Commission Expires July 24, 2015

AFFIDAVIT

State of Ohio :

Village of New Paris
(Town)

County of Preble :

Rick Van Winkle, Affiant, being duly sworn/affirmed according to law, deposes and says that:

☒ He/She is the Mayor (Office of Affiant) of Village of New Paris (Name of Applicant):

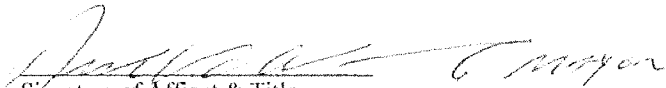
That he/she is authorized to and does make this affidavit for said Applicant.

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

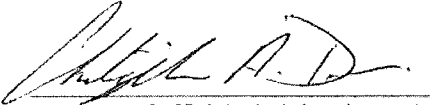
11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.

12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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


Signature of Affiant & Title

Sworn and subscribed before me this 9th day of January, 2014
Month Year


Signature of official administering oath

Christopher A. Driver - Notary
Print Name and Title

My commission expires on 7-24-2015 Christopher A. Driver, Notary Public
in and for the State of Ohio
My Commission Expires July 24, 2015

**EXHIBIT A-2:
AUTHORIZING
ORDINANCE**

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

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

Mary Jane Thomas Earl Mullins Rick Van Winkle Jean Davies

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

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

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

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

THEREFORE; Be It Ordained,


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

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

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

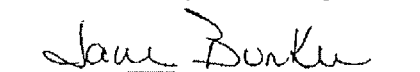
Council person Mary Jane Thomas seconded the above ordinance and the vote upon its adoption resulted as follows:

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


 Neil Hoffman, Mayor

Attest: 
 Jane Bunker, Fiscal Officer

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



**EXHIBIT A-3:
OPERATION AND
GOVERNANCE
PLAN**

ORDINANCE 2012-02

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

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

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

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

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

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

THEREFORE, Be It Ordained,


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

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


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

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

 Neil Hoffman, Mayor

ATTEST:  Jane Bunker, Fiscal Officer

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



Electric Aggregation Program Village of New Paris, Ohio

Plan of Operation and Governance

Adopted by Village of New Paris Council

January 17, 2012

1. Purpose of Electric Aggregation Program

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

2. The Process for Municipal Aggregation

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

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

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

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

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

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

3. Operational Plan

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

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

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

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

Nature of Complaint	Contact	Phone Number
Power interruptions or outages	The Dayton Power and Light Co.	1-877-468-8243
Power turn on/off	The Dayton Power and Light Co.	1-877-468-8243
Billing disputes	The Dayton Power and Light Co.	1-877-468-8243
Joining/leaving Program	DPL Energy Resources	1-888-674-3753
Unresolved disputes	Public Utilities Commission of Ohio	1-800-686-7826
	Ohio Office of Consumers' Counsel	1-800-613-6743

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

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

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

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

3.7 Rates: The prices to be charged by the Retail Electric Generation Provider to Members in the Program will be set by Village Council after negotiations with the Provider. Members will be notified of the rates and terms of the Program through the local newspaper and the Village's website and in Opt-out forms sent to all eligible consumers by the Provider. Opt-out forms will be docketed with the PUCO 10 days prior to mailings as the regulations require.

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

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

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

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

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

Opt-out Procedure:

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

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

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

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

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

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

DPLER satisfies each of the following requirements:

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

5. Changes, Extension or Renewal of Master Service Agreement

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

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

6. Termination of Master Service Agreement

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

7. Liability

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

8. Funding the Aggregation Program

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

EXHIBIT A-4:
OPT-OUT
DISCLOSURE



Date _____

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

Dear New Paris Electric Customer,

Because voters in New Paris approved an electric aggregation program in 2011 to negotiate better energy rates and you could soon be saving money on your electric bill.

Government aggregation programs allow communities to pool citizens together as a buying group to get a better deal on generation and transmission rates (the largest portion of your electric bill) from a retail electric supplier. **Your local utility, The Dayton Power and Light Company, will continue to deliver electricity to your home or business, restore power after outages, and perform maintenance and customer service.**

After researching options, the Village of New Paris selected retail electric supplier DP&L Energy, an affiliate of The Dayton Power and Light Company. The Ohio-based company, certified by the Public Utilities Commission of Ohio (PUCO), will supply you with savings through March, 2015.

It's Smart.

You pay no enrollment or switching fees. And you get one easy-to-read bill from The Dayton Power and Light Company with your DP&L Energy charges included. If you are a residential customer currently on budget billing, you will automatically be enrolled in budget billing.

It's Fair.

Your Utility	Retail Electric Supplier	Fixed Price	Term End Date	Opt-Out Deadline	Early Termination Fee
The Dayton Power and Light Company	DP&L Energy	6.56¢ per kWh	March, 2015		Residential: \$150 Commercial: \$.015/kWh x avg monthly usage over past 12 months, x greater of 3 or # of months remaining in initial term

As a member of an aggregation group, you will start seeing savings from DP&L Energy within 30-45 days after The Dayton Power and Light Company accepts your enrollment, depending on when your meter is read. Your savings could start as early as December.

It's Simple.

No action is needed to take advantage of the savings offered through your community program. However, if you wish to be excluded from this discounted rate, you must return the enclosed opt-out form by _____. If you decide to opt-out of the aggregation before the program starts, you will be served by the utility's standard service offer unless you choose an alternate provider. If you decide to leave the aggregation program at any other time, the service you receive from the utility may not be under the same rates, terms and conditions that apply to other customers receiving generation from The Dayton Power and Light Company. 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.

DP&L Energy and The Dayton Power and Light Company are separate but affiliated companies. DP&L Energy's pricing is not regulated by the PUCO. Customers do not have to buy DP&L Energy's products in order to continue to receive quality, regulated service from The Dayton Power and Light Company. This offer is subject to change by DP&L Energy.



If you do not opt-out, The Dayton Power and Light Company will send you a letter confirming that you selected DP&L Energy as your electric generation provider (see attached sample letter). You have seven days from the postmark date of such letter to cancel your contract with DP&L Energy if you do not want to be part of the savings program. To start seeing savings through the New Paris electric aggregation program, you don't have to do anything when your letter arrives.

If you have any questions, please call DP&L Energy at 888-674-3753 Monday through Friday from 8 a.m. to 5 p.m.

Welcome to savings with DP&L Energy,

Sincerely,

The Village of New Paris Local Officials

Opt-Out Form – New Paris 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

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

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

Service Address (City, state and zip): _____

Utility 10 Digit Account Number: _____ Phone No.: _____

Account Holder's Signature: _____ Date: _____

Mail the completed form by _____ to:
New Paris 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 The Village of New Paris.



Account :
Service Address:

Dear Customer:

This letter confirms that a request has been received to change your electric supplier under DP&L's Electric Choice Program. This change will be effective with the scheduled meter reading on _____. Under this program you will purchase your electric generation and transmission from DPL ENERGY RESOURCES INC and DP&L will continue to deliver the energy through facilities owned and serviced by DP&L.

Please verify the accuracy of the new supplier information. If this information is correct you do not need to call us, we will change your account as indicated above. If you do not want to make this change to a new supplier, contact our office at 331-3500 or 1 (800) 929-8646 by _____.

It is important that DP&L obtain an actual meter reading prior to changing your supplier to ensure the change is based on an actual reading rather than estimated usage. A representative is scheduled to read the meter on _____.

This change in your electric service will first be reflected on the DP&L bill mailed to you on or after _____. Under the Electric Choice program, your monthly DP&L bill will contain DP&L electric distribution service charges and your electric supplier charges. We hope you are pleased with your Electric Choice program and your supplier of choice. As always, DP&L will continue to read your meter and provide you with the same quality service you now enjoy. Please call 331-3500 or 1 (800) 929-9646 if you have any questions.

The Dayton Power and Light Company

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. located at 1065 Woodman Drive, Dayton, Ohio 45432. "We," "us" or "our" refers to DPLER, and "you" or "your" refers to the Customer. "Utility" refers to The Dayton Power and Light Company. DPLER is an unregulated affiliate of The Dayton Power and Light Company and is not the utility. This Agreement is subject to the Master Agreement between DPLER and the Village of New Paris ("Community") dated December 28, 2011 ("Master Agreement"). In the event of any inconsistency between the Terms and Conditions of this Agreement and the Master Agreement, the Terms and Conditions of This 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 18 of this Agreement.
2. Nature of the Services - If you do not opt-out or rescind, we agree to provide and/or arrange for electric generation supply (including through the utility) in accordance with the provisions of this Agreement, 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. Pursuant to Section 4, after the expiration of the term specified in the opt-out notice service may continue under the conditions specified in that section.
4. **CONTRACT EXPIRATION/SERVICE CONTINUATION – IF YOUR COMMUNITY DOES NOT RENEW THE MASTER AGREEMENT WITH US AND ELECTS TO DISCONTINUE THE MUNICIPAL AGGREGATION PROGRAM, THIS AGREEMENT WILL EXPIRE UNLESS:**

- (A) WE ELECT TO CONTINUE THIS AGREEMENT WITH NO CHANGES IN THE SPECIFIED RATE OR TERMS: YOU WILL RECEIVE A NOTICE IN WRITING FROM US THAT THERE ARE NO CHANGES IN THE SPECIFIED RATE OR TERMS AND THAT THIS AGREEMENT WILL AUTOMATICALLY CONTINUE FOR A TERM EQUAL TO THE TERM OR ANY RENEWAL TERM, WHICHEVER IS APPLICABLE, UNLESS YOU AFFIRMATIVELY CANCEL IT. THE WRITTEN NOTICE WILL SPECIFY WHAT ACTIONS YOU MUST TAKE TO CANCEL THIS AGREEMENT; OR
 - (B) WE ELECT TO PROPOSE CHANGES IN THE SPECIFIED RATE OR TERMS TO CONTINUE SERVICE: NOT MORE THAN 90 CALENDAR DAYS OR LESS THAN 45 CALENDAR DAYS BEFORE THE EXPIRATION OF THE TERM OR ANY RENEWAL TERM (WHICHEVER IS APPLICABLE) OR ANY SUBSEQUENT DATE ON WHICH WE PROPOSE TO CHANGE THE SPECIFIED RATE OR TERMS OF OUR SERVICE, YOU WILL RECEIVE A NOTICE IN WRITING FROM US THAT DESCRIBES THE PROPOSED CHANGES IN OUR SPECIFIED RATE OR TERMS AND STATES THAT THIS AGREEMENT WILL RENEW AT THE SPECIFIED RATE AND TERMS UNLESS YOU AFFIRMATIVELY CANCEL THIS AGREEMENT. WE WILL ALSO PROVIDE YOU A SECOND NOTICE AT LEAST 35 CALENDAR DAYS BEFORE THE EXPIRATION OF SUCH TERM OR THE DATE ON WHICH WE PROPOSE TO CHANGE THE SPECIFIED RATE OR TERMS OF OUR SERVICE. IN THESE NOTICES WE WILL EXPLAIN YOUR OPTIONS, WHICH MAY INCLUDE CONTINUATION OF THIS AGREEMENT, THE SPECIFIED RATE, PROPOSED CHANGES IF ANY, AND WHAT ACTIONS YOU MUST TAKE TO CANCEL THIS AGREEMENT.
- YOU ARE RESPONSIBLE FOR ARRANGING YOUR ELECTRIC SUPPLY UPON THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**
5. Price - The price to Customer for Service received under this Agreement shall be **\$0.0656 per kilowatt-hour**. This rate does not take into consideration the Order issued by the PUCO in Case No. 12-04260EL-SSO on September 6, 2013 regarding specific rate components (TCRR-N) moving from a bypassable to a non-bypassable classification effective January, 2014. Therefore, your rate will be adjusted in January, 2014 to reflect the aforementioned Order.
 6. 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.
 7. Billing and Payments - For each account, you will receive one monthly bill from the Utility with its charges and our charges, and you will continue to pay your bill following the Utility's billing and payment policies. The Utility's charges include distribution (delivery) service and all non-bypassable charges of the Utility that are approved by the PUCO. If you have any questions regarding the Utility charges, please contact the Utility directly at 1-800-433-8500. Failure to pay your Utility charges may result in disconnection as provided for in the Utility's tariff. If you do not pay your bill on time, you may incur late fees or automatically

be returned to Utility's standard offer service. You may also forfeit your ability to choose another electric generation provider until arrearages are paid. We may cancel this Agreement upon 14 calendar days written notice for non-payment. We may in our sole discretion provide a budget billing option for our charges. We must be able to obtain at least six (6) months of historical usage for your account or premise, and you may have no outstanding late payments with us. We will set your budget bill amount for our charges based on your historical usage and your pricing plan. You will be billed for any budget bill balance owed to us, or provided with a credit for any budget bill balance owed to you a) at least once per year, and b) when your service with us ends. We reserve the right to adjust your budget bill amount twice per year based on your historical usage and your current pricing plan.

8. 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.

9. 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.

10. Contacting Us - You can reach us:
 - **By mail** at 1065 Woodman Drive, Dayton, Ohio 45432;
 - **By telephone** at 1-888-674-3753
 - **Internet:** www.dplenergy.com
 Our business hours are 8 AM to 5 PM Eastern Time, Monday through Friday.

11. Questions and Disputes - If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at www.puco.ohio.gov. You may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 AM – 5:00 PM weekdays, or www.pickocc.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 acceptance of the enrollment by your Utility, and the end of the seven (7) day rescission period.

13. Opt-Out - At least every three (3) 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, you may terminate this Agreement at any time upon payment of an early termination fee. The early termination fee for a residential customer is equal to \$150/account, and the early termination fee for a commercial customer is equal to 1.5 cents per kWh multiplied by the account's average monthly usage over the past 12 months, multiplied by the greater of 3 months or the number of months remaining in the initial term. The early termination fee during any Renewal Term will be \$25 per account, provided that we may, at our discretion, waive such \$25 fee if you call us at the number set forth in Section 10 and notify one of our sales representatives of your intent to terminate this agreement.

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 45 calendar 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 (6) 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 100 kW 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 to transmit the interval meter information to the Utility.

Electric Aggregation in New Paris 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 New Paris authorized the community leaders to establish a government aggregation program for the community.

What will my rate be under the aggregation program?

New Paris has negotiated a fixed rate of \$0.0656/kWh for generation from DP&L Energy for all residential and commercial customers with annual usage under 700,000 kWh, through March, 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 The Dayton Power and Light Company (the utility) that contains your charges for distribution and maintenance service from the utility as well as DP&L Energy's charges for generation.

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

Residential customers with at least 6 months of usage that participate in the utility's budget billing program will automatically be enrolled in DP&L Energy's budget billing program. Your budget bill amount will be calculated based on your historic usage and will be trued up annually. Budget billing is not available under this program for non-residential accounts.

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 The Dayton Power and Light Company at 1-800-433-8500.

Who is DP&L Energy?

DP&L Energy is a competitive retail supplier of electricity based in Ohio and has been helping customers save money on their energy costs since 2001. DP&L Energy sells electricity to customers at market-based prices rather than the regulated prices offered by utilities. DP&L Energy and The Dayton Power and Light Company (a regulated Ohio electric utility) are both owned by the same parent company, DPL Inc. Although DP&L 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 DP&L Energy at 888-674-3753 Monday through Friday between 8 a.m. and 5 p.m.

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%</p><p>Coal 87%</p><p>Less than 1% Gas</p></div><div><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></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><div><p>Regional Average</p></div></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											
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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.

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Case No(s). 12-0352-EL-GAG

Summary: Application of the Village of New Paris for Renewal Certification as a Governmental Aggregator electronically filed by Ms. Margeaux Kimbrough on behalf of DPL Energy Resources, Inc.