

Margeaux Kimbrough, Esquire
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January 15, 2014

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

Re: Clinton County Governmental Aggregation
Case No. 12-2420-EL-GAG
Opt-Out Notice

Dear Ms. McNeal:

Enclosed please find for filing in the above-referenced case record the opt-out notice for eligible residential and small commercial customers in Clinton County residing in the Dayton Power and Light Company service territory. The opt-out notices are to be mailed not later than January 27, 2014, and have a response due date of February 17, 2014.

Please contact the undersigned with any questions regarding this filing.

Sincerely,

Margeaux Kimbrough

Enclosures



CLINTON COUNTY COMMISSIONERS

Clinton County Courthouse
46 S. South Street, Suite 213
Wilmington, Ohio 45177

Phone: (937) 382-2103 or (937) 382-3543

Fax: (937) 383-2884

Board of Commissioners:

Mike Curry
Patrick Haley
Kerry R. Steed

Clerk of the Board:

Diana L. Groves

Deputy Clerk:

Lisa Hipke

January 17, 2014

Clinton County is offering you savings on your electric costs.

Dear Clinton County Electric Customer,

Because voters in Clinton County approved an electric aggregation program in November 2012 to negotiate better energy rates, 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 Clinton County Board of Commissioners 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 April, 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 | 5.49¢ per kWh | April, 2015 | February 17, 2014 | \$75 |

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 March.

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 February 17, 2014. 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 Clinton County 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,

Kerry R. Steed, President
Clinton County Board of
Commissioners

Patrick Haley, Vice President
Clinton County Board of
Commissioners

Mike Curry, Commissioner
Clinton County Board of
Commissioners

Opt-Out Form – Clinton 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 **February 17, 2014**.

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

☐ **I wish to opt-out of the Clinton County Aggregation Program. (Check to opt-out.)**

Service Address (City, state and zip): _____

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

Account Holder's Signature: _____ Date: _____

Mail the completed form by February 17, 2014 to:

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

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



03/05/2013

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 Clinton County ("Community") dated November 19, 2012 ("Master Agreement"). In the event of any inconsistency between the Terms and Conditions of this Agreement and the Master Agreement, the 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 **\$0.0549 per kilowatt-hour.**

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 equal to \$75 per Residential or Commercial Account. 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 Clinton County 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 Clinton County authorized the community leaders to establish a government aggregation program for the community.

What will my rate be under the aggregation program?

Clinton County has negotiated a fixed rate of \$0.0549/kWh for generation from DP&L Energy for all residential and 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 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 customer with at least 6 months of usage that participates 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 trueed 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.

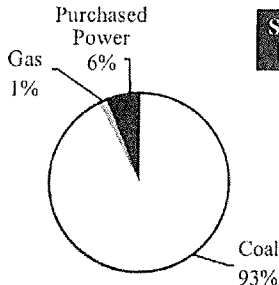
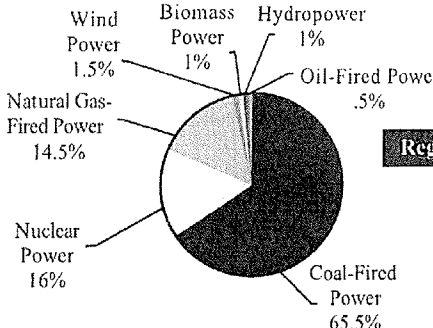
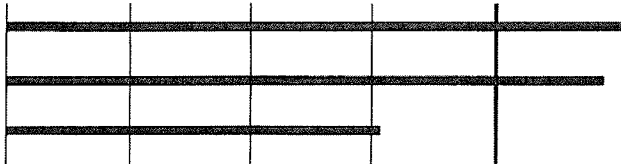
Who is DP&L Energy?

D&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 & Light
Projected Data for the 2014 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> | <p>Projected Data for the 2014 Calendar Year</p> <div><div><p>Supplier's Product</p></div><div><p>Regional</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 |
| 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 | | | | | | | | | | | | | | | | | | | | | |
| <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 oxide</p><p>Sulfur dioxide</p></div><div></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>Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Ft³/1,000 kWh</td></tr></table> <p>Note: The generation of this product involves the use of 6% 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 | Lbs./1,000 kWh | Low-Level Radioactive Waste | Ft ³ /1,000 kWh | | | | | | | | | | | | | | |
| Type: | Quantity: | | | | | | | | | | | | | | | | | | | | | |
| High-Level Radioactive Waste | Lbs./1,000 kWh | | | | | | | | | | | | | | | | | | | | | |
| Low-Level Radioactive Waste | 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 & 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-5.2 Lbs/MWh, nitrogen oxide-1.5 Lbs/MWh, carbon dioxide-1,635 Lbs/MWh

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

1/15/2014 4:13:14 PM

in

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

Summary: Opt-Out Notice for eligible customers in Clinton County, DPL service territory electronically filed by Ms. Margeaux Kimbrough on behalf of DPL Energy Resources, Inc.