



Kegler Brown Hill + Ritter Co. LPA
65 East State Street, Suite 1800
Columbus, OH 43215
(614) 462-5400
www.keglerbrown.com

Margeaux Kimbrough, Esquire
Direct Dial: (614) 462-5437
Email: mkimbrough@keglerbrown.com

January 15, 2014

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

Re: Marion Township, Hocking County Governmental Aggregation
Case No. 12-0603-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 Marion Township, Hocking County residing in the American Electric Power 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

#4852-1019-3687 v1



January 27, 2014

Hocking County **has arranged a lower, fixed price on your electric costs.**

Dear Marion Township Electric Customer,

Because voters in Marion Township joined together with Hocking County and approved an electric aggregation program in 2011 to allow officials to negotiate better energy rates, you could soon be saving money on your electric bill.

Government aggregation programs allow communities to pool residents 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 American Electric Power (AEP) Company, will continue to deliver electricity to your business, restore power after outages, and perform maintenance and customer service.**

After researching options, the Hocking 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 American Electric Power (AEP) Company with your DP&L Energy charges included. If you are 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
AEP Ohio (Ohio Power)	DP&L Energy	6.083¢ 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 American Electric Power (AEP) 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 American Electric Power (AEP) 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.

If you do not opt-out, The American Electric Power (AEP) 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 Marion Township 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 866-674-3753 Monday through Friday from 8 a.m. to 5 p.m.

Welcome to savings with DP&L Energy,

Clark Sheets, President
Hocking County Board of
Commissioners

Sandra Ogle
Hocking County Board of
Commissioners

John Walker
Hocking County Board
Commissioners

DP&L Energy's pricing is not regulated by the PUCO. This offer is subject to change by DP&L Energy. DP&L Energy and The Dayton Power and Light Company are separate but affiliated companies.



Opt-Out Form – Marion Township 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 Marion Township Electric Governmental Aggregation Program.

I wish to opt-out of the Marion Township Aggregation Program. (Check to opt-out.)

Service Address (City, state and zip): _____

Utility 17 Digit Service Delivery Identifier: _____ Phone No.: _____

Account Holder's Signature: _____ Date: _____

Mail the completed form by February 17, 2014 to:

Marion Township Aggregation Program, DP&L Energy, 1065 Woodman Dr., Dayton, OH 45432

Residential and Commercial Terms and Conditions of Service

These Terms and Conditions together with the enrollment information and opt-out notification are your agreement for electric generation service ("Agreement") with **DPL Energy Resources, Inc.** ("DPLER"), a subsidiary of DPL Inc. ("DPL") located at 1065 Woodman Drive, Dayton, Ohio 45432. "We", "us" or "our" refers to DPLER, and "you" or "your" refers to the Customer. "Utility" refers to AEP OHIO. DPLER is an affiliate of The Dayton Power and Light Company. This Agreement is subject to the Master Agreement between DPLER and the Community ("Community") dated April 8, 2013 ("Master Agreement"). In the event of any inconsistency between the Terms and Conditions of this Agreement and the Master Agreement, the Master Agreement shall control. Please keep a copy of this Agreement for your records.

- 1. Eligibility** - This Agreement is available to Customers located in the Community receiving service under the Utility's residential rates (Residential Customers) who do not participate in the Percentage of Income Payment Plan and/or non-residential, non-mercantile customers with annual usage requirements less than 700,000 kWh (Commercial Customers). If you are a Commercial Customer and your maximum annual peak demand on any account is now or subsequently increases to equal or exceed 200 kW based on the most recent twelve months, we may serve or continue to serve you under this Agreement provided you agree to the installation of an interval meter and you comply with the requirements of Section 18 of this Agreement.
- 2. Nature of the Services** - Upon execution of this Agreement, we agree to provide electric generation supply, which currently includes all electric energy, capacity, bypassable ancillary services, bypassable transmission and alternate and renewable energy requirements required by a competitive retail electric supplier ("Service") to meet the Customer's full usage requirements for electric supply during the term of this Agreement. In return, the Customer agrees to receive and pay for that Service. Our obligation to provide this Service is subject only to the occurrence or non-occurrence of any act or event that is not reasonably within our control.
- 3. Term** - As a part of your Community's program, your Service from DPLER will commence with the next available meter reading and after processing of the enrollment by your Utility, and will continue for the term as specified in the opt-out notification.
- 4. Price** - The price to Customer for Service received under this Agreement for Residential Customers shall be **\$0.06083 per kilowatt-hour** and for Commercial Customers shall be **\$0.06083 per kilowatt-hour**.
- 5. Right to Rescind**. If you do not opt out and are enrolled to receive Service from DPLER, you can rescind your acceptance of this Agreement with no penalty within seven (7) calendar days from the postmark date on the confirmation notice that will be sent to you by the Utility by following the instructions in the confirmation notice. Cancellations may be made to the Utility by telephone.

- 6. Billing and Payments** - For each account, you will receive one monthly bill from the Utility with its charges and our charges, and you will continue to pay your bill following the Utility's billing and payment policies. The Utility's charges include distribution (delivery) service and all non-bypassable charges of the Utility that are approved by the PUCO. You can receive budget billing from the utility; however, only your charges from the utility (distribution service) will continue to be budgeted. Your DPL Energy charges will not be budgeted and you will be responsible to pay the full amount each month. If you have any questions regarding the Utility charges, please contact the Utility directly at 1-800-672-2231. Failure to pay your Utility charges may result in disconnection as provided for in the Utility's tariff. If you do not pay your bill on time, you may incur late fees or automatically be returned to Utility's standard offer service. You may also forfeit your ability to choose another electric generation provider until arrearages are paid. We may cancel this Agreement upon fourteen (14) days written notice for non-payment.

- 7. Actions of Governmental and Regulated Entities** - If a Regulatory Event (as defined in the Master Agreement) occurs, or if action is taken by the Utility, applicable regional transmission organization, transmission provider, or any federal, state or local governmental authorities, which materially changes the amounts charged by such entities to us or charged by such entities to our wholesale supplier and charged to us, or which materially changes the manner in which we provide Service to you, we may, in our sole discretion, elect to adjust the price for Service under this Agreement to account for any such cost increases or other changes.

- 8. Environmental Disclosure** - Our environmental disclosure information is provided with this Agreement and is shown at our website. The specific web address is: www.dplenergy.com/environmental_disclosures. You agree that we may make required quarterly updates electronically at our website. We will also provide the information to you at no charge upon request.

- 9. Contacting Us** - You can reach us:
 - **By mail** at 1065 Woodman Drive, Dayton, Ohio 45432;
 - **By telephone** toll-free
 - Residential 1-866-674-3753
 - Commercial 1-866-674-3753
 - **Internet:** www.dplenergy.comOur business hours are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday.

- 11. Questions and Disputes** - If you have a complaint that is not resolved after you have called us and/or your electric Utility, or for general utility information you may contact the PUCO for assistance toll-free at 1-800-686-7826, or for TDD/TTY toll-free at 1-800-686-1570, from 8 AM to 5 PM, Monday through Friday, or at www.PUCO.ohio.gov. Residential Customers may also contact the Ohio Consumers' Counsel for assistance with the complaints and Utility issues at 1-877-742-5622 (toll free) from 8:00 AM - 5:00 PM EST weekdays, or www.pickocc.org.

- 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 DP&L following the end of the 21-day opt-out period, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your Utility.

13. Opt-Out - At least every three years you will be given the opportunity to opt-out of your Community's aggregation program at no cost. You are responsible for arranging your electric supply upon expiration or termination of this Agreement.

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

15. Termination by Customer - You may terminate this Agreement without penalty if you move outside the area we are certified to serve or where we charge a different price. During the initial term or any renewal term, you may terminate this Agreement at any time upon payment of an early termination fee equal to \$75 per Residential or Commercial Account

16. Successors and Assigns - We may assign this Agreement to an affiliate or third party, in whole or in part, and will provide you with forty-five (45) days written notice of any assignment.

17. LIMITATION OF REMEDIES, LIABILITY AND DAMAGES - THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST US WILL BE LIMITED TO THE LESSER OF THE DIRECT ACTUAL DAMAGES, OR THE AMOUNT PAID TO US UNDER THIS AGREEMENT FOR THE SIX MONTH PERIOD PRIOR TO THE OCCURRENCE THAT GAVE RISE TO SUCH CLAIM.

18. Interval Meter - If you are a Commercial Customer for Service to any account(s) with maximum peak demand that is or subsequently increases to be greater than or equal to 200kW for the most recent twelve month period, an interval meter and associated telecommunications are required by the Utility tariff. You agree to facilitate and pay the cost of the interval meter and associated telecommunications required by the Utility to transmit the interval information to the Utility. Should you choose not to pay for the cost of the interval meter and associated telecommunications required by the Utility for distribution service to any account with peak demand equal to or exceeding 200 kW that shall constitute an early termination of this Agreement and the early termination fee shall apply.



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

What is governmental aggregation of electricity?

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

What will my rate be under the aggregation program?

Hocking County has negotiated a fixed rate of \$0.06083/kWh for generation from DPL Energy for all residential 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 American Electric Power Company (AEP) (the utility) that contains your charges for distribution and maintenance service from the utility as well as DPL Energy's charges for generation.

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

You will receive one bill from The American Electric Power (AEP) (the utility) that contains your charges for distribution and maintenance service from the utility as well as DP&L 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 The American Electric Power (AEP) Company at 1-800-672-2231.

Who is DPL Energy?

DPL Energy is a competitive retail supplier of electricity based in Ohio and has been helping customers save money on their energy costs since 2001. DPL Energy sells electricity to customers at market-based prices rather than the regulated prices offered by utilities. DPL Energy and The Dayton Power and Light Company (a regulated Ohio electric utility) are both owned by the same parent company, DPL Inc. Although DPL Energy and The Dayton Power and Light Company are affiliated, they are operated independently per the rules and regulations of the Public Utilities Commission of Ohio.

What is the toll-free number for questions?

If you have any questions, please call DPL Energy at 1-866-674-3753 Monday through Friday between 8am-5pm.



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 Marion Township in Hocking County.



Account number:

Reference:

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

For Residential, Small Commercial and Small Industrial Customers:

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

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

For Mercantile Customers:

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

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

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

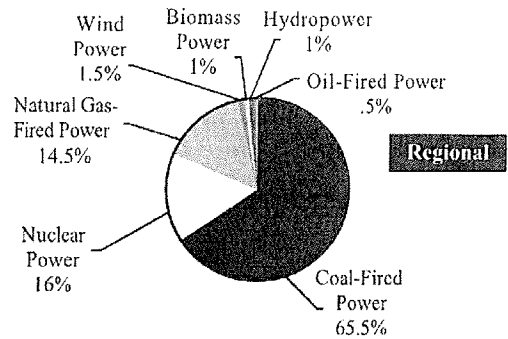
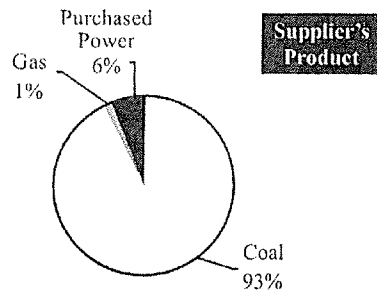
Sincerely,

AEP Ohio

A unit of American Electric Power

Environmental Disclosure Information
 Dayton Power & Light
 Projected Data for the 2014 Calendar Year

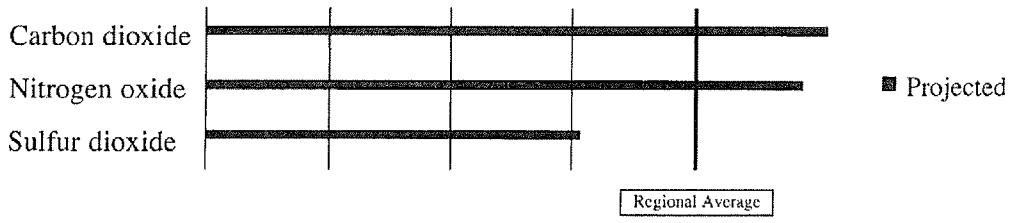
Generation Resource Mix -
 A comparison between the sources of generation used to produce this product and the historic regional average supply mix.



Environmental Characteristics -
 A description of the characteristics associated with each possible generation resource.

Resource	Impact
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

Air Emissions -
 A comparison between the air emissions related to this product and the regional average air emissions.



Radioactive Waste -
 Radioactive waste associated with the product.

Type:	Quantity:
High-Level Radioactive Waste	Lbs./1,000 kWh
Low-Level Radioactive Waste	Ft ³ /1,000 kWh

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.

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.

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 4:19:11 PM

in

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

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