

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of	)	
The Dayton Power and Light Company	)	Case No. 15-1830-EL-AIR
to Increase Its Rates for Electric	)	
Distribution	)	

In the Matter of the Application of	)	
The Dayton Power and Light Company	)	Case No. 15-1831-EL-AAM
for Accounting Authority	)	

In the Matter of the Application of	)	
Dayton Power and Light Company for	)	Case No. 15-1832-EL-ATA
Approval of Revised Tariffs	)	

**DIRECT TESTIMONY OF DEVIN CRIST IN OPPOSITION TO STIPULATION AND
RECOMMENDATION
ON BEHALF OF
INTERSTATE GAS SUPPLY, INC.**

July 16, 2018

1 **Q. Please state your name and title.**

2 A. My name is Devin Crist. I am the Manager, Treasury and Risk for IGS Energy.

3 **Q. On whose behalf are you testifying?**

4 A. I am testifying on behalf of Interstate Gas Supply, Inc. ("IGS").

5 **Q. Please describe your educational background and work history.**

6 A. I have a Masters in Business Administration (M.B.A.) from Capital University and
7 a Bachelor of Business Administration (B.B.A.) from Ohio University. I am also a
8 Certified Treasury Professional (CTP). I started my career working at American
9 Municipal Power, Ohio (AMP) as an energy and billing analyst. I was promoted to
10 the role of Director of Energy Accounting and Settlements where I was responsible
11 for the energy settlements and billing between AMP and wholesale counterparties
12 and the utilities. In 2004, I was hired in the role of Director of Energy Accounting
13 and Controls with Accent Energy. At Accent Energy, I managed the margin
14 accounting and settlements as well as serving as the company's risk manager. In
15 2013, I assumed the role of Manager of Treasury and Risk at IGS Energy. In this
16 position I manage the company's credit and collateral position with utilities, RTO's,
17 and counterparties, oversee all treasury activity throughout the organization,
18 facilitate the corporate insurance program and direct the middle office's monitoring
19 and valuing of IGS Energy's energy trading program.

20 **Q. What is the purpose of your testimony?**

21 A. The purpose of my testimony is to respond to the Stipulation and Recommendation
22 ("Stipulation") and to support Objections to the Staff Report of Investigation filed

on April 11, 2018. Specifically, I am recommending that Dayton Power and Light Company (Dayton) revise its credit requirements and calculation of collateral to ensure that these requirements do not disproportionately impact privately held, unrated companies relative to the risk they impose to Dayton.

Q. Where are DP&L's collateral and credit requirements addressed?

A. Dayton's credit and collateral requirements are addressed in the Alternative Generation Supplier Coordination Tariff ("Supplier Tariff").

Q. Does the Staff Report or Stipulation address these requirements?

A. No, neither the Stipulation nor the Staff Report directly addresses these requirements. Due to the failure of the Stipulation to address this matter, IGS recommends that if the Commission adopts the Stipulation it should order additional refinements to Dayton's credit requirements and collateral calculation.

Q. What are you recommending?

A. I recommend that the Public Utilities Commission of Ohio ("PUCO" or "Commission") direct Dayton to modify its Supplier Tariff credit requirements to be more in line with the other electric utilities in the state.

Q. What is the impact of your recommendation?

A. My proposal would result in a lower credit requirement for privately held companies that are more consistent with publicly traded companies. The companies would still post collateral and the new calculation would be more in line with industry standards.

1 **Q. Why is there a credit requirement for electric suppliers?**

2 A. There is a credit requirement on electric suppliers in case of default. The utility
3 must provide its customers a firm supply of electric generation service when there
4 is a failure of a supplier to provide retail electric generation service. The credit
5 requirement covers any costs the utility would incur taking on the responsibility of
6 serving those customers.

7 **Q. Are all suppliers required to post collateral?**

8 A. No. Suppliers owned by public companies with investment grade long-term bond
9 ratings are deemed to satisfy their creditworthiness and receive an unsecured
10 credit limit.

11 **Q. Are privately owned companies required to post collateral?**

12 A. Yes. Privately owned companies which do not have bond ratings must make
13 alternative credit arrangements with Dayton.

14 **Q. What are alternative credit arrangements?**

15 A. A guaranty of payment, an irrevocable Letter of Credit, a Prepayment Account with
16 Dayton, a Surety Bond, or other mutually agreeable security or arrangement.

17 **Q. Why are you requesting a change in the calculation of the alternative credit
18 arrangement?**

19 A. After the Finding and Order in Case No. 16-0395-EL-SSO, Dayton changed how
20 it calculated the required credit amount, applying its credit requirements in a
21 manner inconsistent with historical practice. This new calculation significantly
22 increases the amount of collateral a supplier is required to post.

1 **Q. Does the Staff address the issue in its Staff Report?**

2 A. No.

3 **Q. What is Dayton’s new calculation for credit requirements?**

4 A. Dayton multiplies 30 days of the supplier’s estimated summer usage by the highest
5 monthly average megawatt-hour price from the prior summer’s PJM Day Ahead
6 market and multiplies by 30 days of the supplier’s capacity obligation by the final
7 Dayton zonal capacity megawatt-day price for the upcoming delivery year.¹

8 **Q. Why is this new calculation burdensome to privately held companies?**

9 A. Calculating 30 days of exposure *and* including the capacity obligation significantly
10 increases the amount that a supplier is required to post.

11 **Q. Does the Supplier Tariff state that the credit amount should be applied
12 mechanically the same to all suppliers?**

13 A. No. The Supplier Tariff states that Dayton is supposed to account for actual risk
14 and consider performance. The Supplier Tariff states that “[t]he amount of the
15 security required must be and remain commensurate with the financial risks placed
16 on the Company by that supplier, *including recognition of that supplier’s*
17 *performance.*”²

18 **Q. Does Dayton give any weight to the language in its tariff to consider actual
19 risk and performance?**

¹ DP&L Alternative Generation Supplier Coordination Tariff, sheet G8, page 24 of 30

² DP&L Alternative Generation Supplier Coordination Tariff, sheet G8, page 24 of 30 (emphasis added).

1 A. No. IGS has over 25 years of experience serving retail customers in the state of
2 Ohio and serves in total one million customers without defaulting on its obligations.
3 Moreover, the IGS family of companies are involved in a diverse range of
4 businesses. This diversity provides additional resiliency and strength to IGS'
5 balance sheet. These factors are not considered in any fashion when Dayton
6 determines if or what level of collateral IGS must provide.

7 **Q. Regarding the calculation itself, do other electric utilities in the state of Ohio**
8 **include capacity costs in their collateral requirements?**

9 A. No.

10 **Q. Can you explain how other electric utilities in Ohio calculate collateral?**

11 A. Yes. FirstEnergy requires a standard collateral payment in the amount of
12 \$250,000. Above that amount FirstEnergy uses a credit exposure formula. AEP
13 and Duke calculate collateral based on estimated energy usage.

14 **Q. What is the FirstEnergy credit exposure methodology?**

15 A. FirstEnergy requires suppliers to post \$250,000 in collateral. After that amount,
16 they calculate any additional requirement based on peak summer energy usage
17 for 5 days times peak pricing.

18 **Q. What is Duke's methodology?**

19 A. Duke's credit requirement for collateral is based on estimated summer usage for
20 30 days multiplied by July peak prices. Duke also provides a credit if the supplier
21 is participating in the Purchase of Receivables program.

22 **Q. Is AEP's calculation similar to Duke and FirstEnergy's?**

1 A. Yes, it is similar in that it uses an estimate to calculate the collateral payment.
2 AEP, however, estimates peak summer energy usage for 15 days and multiplies
3 that times July peak prices.

4 **Q. Does FirstEnergy, Duke or AEP include capacity obligation in their collateral**
5 **calculation?**

6 A. No.

7 **Q. Does FirstEnergy, Duke or AEP use the same number of days of exposure in**
8 **their collateral calculation?**

9 A. No. FirstEnergy uses 5 days, Duke uses 30 days, and AEP uses 15 days.

10 **Q. Do you support AEP's methodology over Dayton's methodology for**
11 **collateral calculation?**

12 A. Yes. I believe using an energy only estimate for the collateral would provide the
13 utility with a reasonable amount in case of default. I also believe 15 days' exposure
14 is more reasonable than 30 days.

15 **Q. What is the impact of including capacity obligation and 30 days of exposure**
16 **in the collateral calculation?**

17 A. Including capacity obligation at peak forward pricing and calculating energy and
18 capacity exposure based on 30 days can potentially add millions to the collateral
19 requirement.

20 **Q. Why is this an issue for suppliers owned by privately held companies?**

1 A. Having to post millions of dollars in collateral is unduly burdensome to privately
2 held companies with strong balance sheets. Similar public companies with credit
3 ratings are not required to post any collateral and yet, financially strong private
4 companies are required to post collateral. Typically speaking, privately held,
5 unrated companies such as IGS may have little or no business reason to get a
6 credit rating; therefore, DP&L's tariff is structured to the disadvantage of
7 companies like IGS.

8 **Q. Has Dayton consistently calculated and applied its collateral requirements?**

9 A. No, at one point, Dayton did require a de minimus amount of collateral, but then
10 changed it to zero. It remained at zero until earlier this year, although it had a tariff-
11 based method for calculating collateral requirements.

12 **Q. Was the change in collateral amount the only issue with having to post**
13 **collateral?**

14 A. No. Dayton also unilaterally modified the time period upon which it may demand
15 collateral must be paid following default. This is known as remedy timing.

16 **Q. What is remedy timing?**

17 A. It is the amount of time the surety has to pay the obligee any indebtedness the
18 principal has incurred up to the promised amount stated on the bond.

19 **Q. What was the change Dayton required?**

20 A. The bond form Dayton had posted on its website stated a 30-day remedy period.
21 When IGS submitted its collateral payment, Dayton informed us that the required

remedy period was now five days. That shortened time period puts a lot of pressure on the bond company to commit to that obligation. It is also my understanding Dayton did not obtain Commission authorization to make this change.

Q. What is a typical remedy period?

A. I would say the standard is 30 days. An acceptable shortened time period would be 10 days.

Q. Does the bond form on the Dayton website now reflect the change to 5 days?

A. No. The bond form on the Dayton website now states a 2-day remedy period which is very aggressive.

Q. Is the bond form, including timing and process, approved by the PUCO?

A. No, I do not believe the PUCO approved the bond form. It is not included in the PUCO approved tariff that defined the collateral requirement.

Q. What are your recommendations?

A. I recommend that Dayton give full effect to the requirement in its tariff that the amount of the security required be and remain commensurate with the financial risks placed on the Company by that supplier, including recognition of that supplier's performance. I further recommend that Dayton revise the collateral requirements to be more in line with the other electric utilities in the state. Either a standard collateral amount or a calculation based on energy only based upon 15 days' exposure. I recommend more advance notice to changes on any large collateral requirements. I recommend that the remedy time on the bond form be

1 set at no less than 10 days. And finally, I recommend Dayton obtain Commission
2 approval before making collateral changes.

3 **Q. Does this conclude your testimony?**

4 **A.** Yes, it does. However, I reserve the right to further supplement my testimony.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing *Direct Testimony of Devin Crist in Opposition to Stipulation and Recommendation on Behalf of Interstate Gas Supply, Inc.* was served this 16th day of July 2018 via electronic mail upon the following:

/s/ Joseph Olikier

Joseph Olikier

michael.schuler@aes.com
jsharkey@ficlaw.com
djireland@ficlaw.com
chollon@ficlaw.com
thomas.mcnamee@ohioattomeygeneral.gov
christopher.healey@occ.ohio.gov
terry.etter@occ.ohio.gov
fdarr@mwncmh.com
mpritchard@mwncmh.com
sechler@carpenterlipps.com
paul@carpenterlipps.com
dboehm@BKLawfirm.com
mkurtz@BKLawfirm.com
kboehm@BKLawfirm.com
jkylercohn@BKLawfirm.com
bojko@carpenterlipps.com
dressel@carpenterlipps.com
mfleisher@elpc.org
kfield@elpc.org
thawrot@spilmanlaw.com
rkelter@elpc.org
jvickers@elpc.org
slesser@calfee.com
jlang@calfee.com
talexander@calfee.com
stephanie.chmiel@thompsonhine.com
dwilliamson@spilmanlaw.com
charris@spilmanlaw.com
stephen.chriss@walmart.com
greg.tillman@walmart.com
John.Degnan@us.afmil
Thomas.Jernigan@us.af.mil
Ebony.Payton.ctr@us.af.mil
ejacobs@ablelaw.org
jdoll@djflawfirm.com
mcrawford@djflawfirm.com

mjsettineri@vorys.com
glpetrucci@vorys.com
witt@whitt-sturtevanat.com
campbell@whitt-sturtevanat.com
glover@whitt-sturtevanat.com
tdougherty@theoec.org
mleppla@theoec.org
jfinnigan@edf.com
rdove@attorneydove.com
swilliams@nrdc.org
cmooney@ohiopartners.org
Patricia.Schabo@puco.ohio.gov
Greg.Price@puco.ohio.gov

Surety Bond

Surety Bond given by _____, as Principal ("Principal"), and the _____ as Surety ("Surety") a corporation incorporated under the laws of the State of _____ and licensed to transact a surety business in the State of Ohio, to The Dayton Power and Light Company, 1065 Woodman Dr., Dayton, OH 45432 ("DP&L").

WHEREAS, DP&L is prepared to accept Principal as an Electricity Supplier under the DP&L Alternate Generation Supplier Coordination Tariff in connection with the Electricity Supplier's delivery of Competitive Power Supply in DP&L service territory;

WHEREAS, DP&L will accept Principal as an Electricity Supplier only upon DP&L acceptance of this Surety bond guaranteeing payment of any penalties and other amounts owed by Principal to under the DP&L Alternate Generation Supplier Coordination Tariff; and

WHEREAS, Surety is willing to provide this Surety Bond guaranteeing payment of any penalties and other amounts owed by Principal to DP&L under the terms set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, which the Surety acknowledges constitutes adequate consideration for its obligations hereunder, the Surety agrees as follows:

1. Principal and Surety are held and firmly bound to DP&L with respect to the payment of all amounts owed to DP&L by Principal in regard to the above referenced delivery of Competitive Power Supply as provided under the DP&L Alternate Generation Supplier Coordination Tariff (or any successor schedules approved by the Public Utilities Commission of Ohio), a minimum amount of _____ (\$_____) for which Principal and Surety jointly and severally bind themselves, their successors, assigns and legal representatives.

2. This obligation shall continue in force until Principal and Surety shall pay or cause to be paid to DP&L the entire indebtedness covered by this Surety Bond.

3. If Principal fails to make payments related to the services to DP&L as the same shall become due, DP&L will endeavor to give prompt notice thereof to Principal and to Surety; provided however that:

(a) DP&L shall be under no obligation to give such notice to Principal or Surety of such failure of payment;

(b) Surety shall not be discharged or released from its obligations hereunder by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Principal or by any defense which Principal may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. If at any time any payment by Principal to DP&L is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or

reorganization of Principal or otherwise, the Surety's obligations hereunder with respect to such payment shall be at such time as though such payment had not been made; and

(c) Surety hereby waives notice of acceptance of this Surety Bond and notice of any obligation or liability to which it may apply, and waives presentment, demand for payment, protest, notice of dishonor or non-payment of any obligation or liability, suit or the taking of action by DP&L against, and any other notice to Principal, Surety or others. Surety hereby further waives and relinquishes all rights and remedies accorded by applicable law to sureties or guarantors and agrees not to assert or take advantage of any such rights or remedies, including without limitation (i) any right to require DP&L to proceed against Principal or any other person or entity or to pursue any other remedy in DP&L power before proceeding against Surety, (ii) any defense that may arise by reason of the incapacity, lack of power or authority, dissolution, merger or termination of Principal or any other person or entity or the failure of DP&L to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of Principal or any other person or entity, (iii) any defense based upon an election of remedies by DP&L which destroys or otherwise impairs the subrogation rights of Surety, the right of Surety to proceed against Principal for reimbursement, or both,

(d) any defense based on any offset against any amounts which may be owned by any person or entity to Surety for any reason whatsoever,

(e) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the Principal,

(f) any duty on the party of DP&L to disclose to Surety any facts DP&L may now or hereafter know about Principal, since Surety acknowledges that Surety is fully responsible for being and keeping informed of the financial condition of Principal and of all circumstances bearing on the risk of non-payment of any obligations and liabilities hereby guaranteed, and

(g) any defense based on any change in the time, manner or place of any Payment under, or in any other term of, DP&L Alternate Generation Supplier Coordination Tariff.

4. DP&L shall have the right at any time to make written demand on Principal or Surety on this Surety Bond for payment of any and all amounts covered by this Surety Bond, which are due and owing and remain unpaid.

5. Within two (2) business days after DP&L has made written demand on Principal or on surety for payment of any amounts due and owing to it covered by this Surety Bond, Surety will pay in full such amounts to DP&L, including any applicable interest and late payment charges. Multiple partial draws shall be permitted under this Surety Bond throughout its term.

6. Surety shall always remain liable to DP&L for the full amount of any and all unpaid amounts covered by this Surety Bond and the Surety Bond will also survive and be binding upon Surety

following any merger, reorganization, consolidation or other change in Principal's or Surety's structure, personnel, business or affairs.

7. This bond may be canceled by Surety at any time by giving ninety (90) days written notice to in which event Surety's liability at the expiration of said ninety (90) days shall terminate, except as to such liability of Principal as may have accrued prior to the expiration of said ninety (90) days. Such cancellation by Surety shall not relieve Principal from any liability which accrues either prior to or subsequent to cancellation of this Surety Bond, it being the intent of the parties hereto that Principal shall always remain primarily liable for payment of all amounts due to DP&L.

8. If any one or more of the provisions of this Surety Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

9. Subrogation. The Surety hereby agrees that until the payment and satisfaction in full of all of the Principal's obligations which are the subject of this Surety Bond, it shall not exercise any right or remedy arising by reason of any performance by it under this Surety Bond, whether by subrogation or otherwise, against any other guarantor of any of the Principal's obligations.

10. Costs and Expenses. The Surety agrees to pay all of DP&L's costs and expenses (including, without limitation, reasonable attorneys' fees) which may be incurred in connection with the collection or enforcement of the Surety's obligations under this Surety Bond, including all such costs and expenses which may be incurred by DP&L in any legal action, reference or arbitration proceeding. Nothing contained herein shall be construed to obligate DP&L to pay any fees or expenses incurred in connection with the issuance of this Surety Bond.

11. This Surety Bond shall be governed under the laws of the State of Ohio. It represents the entire agreement of Principal, Surety and DP&L with respect to matters referred to herein. It may not be amended unless DP&L has agreed to such amendment in writing.

In Witness Whereof, Principal and Surety have executed this Surety Bond on ____ day of _____, _____.

WITNESS/ATTEST _____(SEAL)

By: _____
(Principal) (Title)

By: _____
(Surety) (Title)

THE DAYTON POWER AND LIGHT COMPANY
MacGregor Park
1065 Woodman Drive
Dayton, Ohio 45432

Tenth Revised Sheet No. G8
Cancels
Ninth Revised Sheet No. G8
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P.U.C.O. No. 17
ELECTRIC GENERATION SERVICE
ALTERNATE GENERATION SUPPLIER COORDINATION TARIFF

APPLICABLE:

Available to any Alternate Generation Supplier ("AGS") certified by the PUCO to provide electric power to customers connected to the DP&L transmission and/or distribution system and any PJM Demand Response Curtailment Service Provider ("CSP"). This Tariff sets forth the basic requirements for interactions and coordination between the Electric Distribution Company and an AGS necessary for ensuring the delivery of Competitive Energy Supply from an AGS to Customers. A Customer cannot act as their own AGS. This Tariff also sets forth applicable requirements for interactions and coordination between the Electric Distribution Company, the Regional Transmission Organization ("RTO"), and a CSP.

The Tariff provisions apply to any AGS providing Competitive Energy Supply to Customers located in the Company's Certified Territory, including an affiliate or division of the Company that provides Competitive Energy Supply, and with whom the Company has executed an AGS Coordination Agreement as required herein. In addition, the charges herein shall apply to anyone receiving service unlawfully or to any unauthorized receipt of Coordination Services. The Customers of an AGS subject to coordination terms and conditions of this Tariff must take Generation Service under the Competitive Retail Generation Service Schedule G9.

The inclusion of FERC-jurisdictional matters within the scope of this Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the PUCO. Further, to the extent that anything stated herein is in conflict or inconsistent with any provision of the Federal Power Act ("FPA"), or any tariff, rule, regulation, order or determination of the FERC under the FPA, then such provision of the FPA, tariff, rule, regulation, order or determination shall control. To the extent required under any provision of the FPA, or any FERC tariff, rule, regulation, order or determination, the Company shall secure, from time to time, all necessary orders, approvals, and determinations from the FERC necessary to implement this Tariff.

This Tariff operates and is subject to PUCO Orders, rules and regulations.

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS:

Alternate Generation Supplier or AGS – a person, corporation, broker, marketer, aggregator, generator or any other entity approved by the Commission to sell electricity to End-use Customers, utilizing the jurisdictional transmission and distribution facilities of the Company and registered in the Company's Electric Choice Program.

AGS Coordination Agreement – The Agreement entered into between the AGS and the Company.

Filed pursuant to the Opinion and Order in Case No. 16-395-EL-SSO dated October 20, 2017 of the Public Utilities Commission of Ohio.

Issued October 31, 2017

Effective November 1, 2017

Issued by
THOMAS A. RAGA, President and Chief Executive Officer

P.U.C.O. No. 17
ELECTRIC GENERATION SERVICE
ALTERNATE GENERATION SUPPLIER COORDINATION TARIFF

AGS Coordination Tariff – this Alternate Generation Supplier Coordination Tariff.

Ancillary Services – those services that are necessary to support the Competitive Energy Supply from resources to loads while maintaining reliable operation of the transmission system in accordance with the PJM OATT.

Bad Credit – an AGS has bad credit if it has failed to make any payments or is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data, liabilities exceeding assets or generally failing to pay debts as they become due). An AGS will also be deemed to have bad credit if it has failed to pay or is five (5) days late in paying any Company invoice when they became due on any occasion within the last twelve billing cycles.

Billing Cycle – the time frame between two (2) regularly scheduled meter readings. End-use Customer meter readings are obtained on a regular schedule, which is managed by the Company.

Billing Line Item (BLI) Transfer – an online PJM tool for managing the automatic transfer of billing line items between the AGS and the Company. Consent to a BLI Transfer requires the AGS to establish a PJM account or subaccount where PJM Settlements will exclusively direct all Dayton load obligations and market activity for the AGS.

Business Day – any day on which the Company’s corporate offices are open for business.

Certified Territory – the certified territory established for an electric supplier under sections 4933.81 to 4933.90 of the Ohio Revised Code as amended by Sub. S.B. No. 3 of the 123rd General Assembly.

Company – The Dayton Power and Light Company.

Competition Act – the Electricity Deregulation Act (Sub. S. B. No. 3, 123rd General Assembly).

Competitive Energy Supply – unbundled energy provided by an Alternate Generation Supplier, and other products that may be provided by an AGS to fulfill its obligations to serve customer load.

Consolidated Billing – a billing service where both the Regulated Utility Charges as well as the AGS’s Charges are contained on a single customer bill.

Control Area – as defined by North American Electric Reliability Council (NERC), an electrical system bounded by interconnection (tie-line) metering and telemetry. It controls generation and/or load directly

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to maintain its interchange schedule with other control areas and contributes to frequency regulation of the interconnection.

Control Area Operator or CAO – The Dayton Power and Light Company, the Independent System Operator (ISO) or RTO that operates the Control Area to which The Dayton Power and Light Company belongs.

Coordination Activities – all activities related to the provision of Coordination Services.

Coordination Obligations – all obligations identified in this Tariff, relating to the provision of Coordination Services.

Coordination Services – those services that permit the type of interface and coordination between the AGS and the Company in connection with the delivery of electricity to End-use Customers located within the Company's service territory.

Coordination Services Charges – all Charges stated in the Charges section of this Tariff, that are billed by the Company for Coordination Services performed hereunder.

Curtailment Service Provider or CSP – A company authorized by PJM to act as an agent between the RTO and an End-use customer to provide demand response service.

DASR (Direct Access Service Request) – an electronic form of communication that shall be exchanged between the Company and an AGS.

DP&L Internet Site – a Company Internet site.

EDU Tariff – the Company's currently PUCO approved Distribution Schedule.

Electric Distribution Utility or EDU - an electric utility that supplies at least retail electric distribution service.

ECAR – East Central Area Reliability or its successor organization.

Electronic Exchange – approved methods of data exchange by the PUCO.

End-use Customer – the final user of generation and regulated delivery services.

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Energy Imbalance – the difference between the final hourly AGS Supply Schedule for energy and the actual hourly energy consumed by Customers utilizing hourly metering data and estimated hourly energy consumed by other Customers using load profiles.

FERC – the Federal Energy Regulatory Commission or its successor.

Interval Meter – an electricity meter which records an End-use Customer’s electric usage for defined intervals (e.g., fifteen (15) minutes, half-hour, hour, etc.), allowing the possibility for consumption during different time periods to be billed at different rates and providing a means for an End-use Customer’s load pattern to be analyzed.

Interval Metering Data – data from electrical metering equipment that supplies hourly or sub-hourly readings of customer consumption.

Load Serving Entity or “LSE” – an entity that has been granted the authority or has an obligation pursuant to State or local law, regulation or franchise to sell electric energy to end users located in the PJM Control Area.

Locational Marginal Price or “LMP” – The hourly integrated marginal price to serve load at individual locations throughout PJM, calculated by the PJM OI as specified in the PJM OATT.

Meter Read Date – the date on which the Company schedules a meter to be read for purposes of producing an End-use Customer bill in accordance with the Company’s regularly scheduled Billing Cycles.

NERC – North American Electric Reliability Council or its successor.

PJM Control Area –The control area encompassing systems in Pennsylvania, New Jersey, Maryland, Delaware, District of Columbia, Ohio, Illinois, Virginia, Kentucky, Indiana and Michigan which is recognized by the North American Electric Reliability Council as the PJM Control Area.

PJM OI – The PJM Office of Interconnection, the system operator for the PJM Control Area.

PJM Tariff – The PJM Open Access Transmission Tariff (“OATT”) on file with FERC and which sets forth the rates, terms and conditions of transmission service located in the PJM Control Area, including the DP&L zone.

PUCO or Commission – the Public Utility Commission of Ohio or its successor.

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Regulated Utility Charges – utility charges for noncompetitive services including, but not limited to, tariffed transmission and distribution and generation services that are under the jurisdiction of the Commission.

Retail Load Responsibility (“RLR”) – The AGS load obligation that the EDU submits to PJM that shows the aggregate electric power and energy (including losses on the transmission and distribution systems) that an AGS should have provided in DP&L’s certified territory for each hour of the calendar day to supply its customers.

Standard Offer Rate – a rate offered by the Company as approved by the Commission to End-use Customers in its service territory for all essential electric service to End-use Customers who are not receiving competitive services from an AGS, including a firm supply of electric generation service.

Tariff – this Alternate Generation Supplier Coordination Tariff.

TSA (Transmission Scheduling Agent) – An entity that performs one or more of an AGS’s coordination obligations, including the submission of energy schedules to the PJM OI, and that either is (1) a member of the PJM Interconnection LLC or (2) the agent for scheduling purposes of one or more AGS that are members of the PJM Interconnection LLC.

1. RULES AND REGULATIONS:

The Rules and Regulations, filed as part of this Tariff, are a part of every AGS Coordination Agreement entered into by the Company pursuant to this Tariff and govern all Coordination Activities. The obligations imposed on an AGS in the Rules and Regulations shall also apply to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services.

2. COMMENCEMENT OF COMPANY/AGS COORDINATION:

2.1 Registration Process

The Company shall approve or disapprove the supplier’s registration within thirty (30) calendar days of receipt of complete registration information from the supplier. The thirty (30) day time period may be extended for up to thirty (30) days for good cause shown, or until such other time as is mutually agreed to by the supplier and the Company.

The Company shall not approve a supplier’s registration until all information required in Section 2.2 has been provided to the Company’s satisfaction. The approval process shall also include

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completion of EDI testing for applicable transaction sets necessary to commence service. The supplier and the Company shall proactively attempt to resolve issues that may delay the completion of EDI testing. If the supplier is deemed to have not been sufficiently responsive to the Company's requests, EDI testing shall be suspended and registration disapproved after thirty (30) calendar days following the onset of testing.

The Company will notify the supplier of incomplete registration information within ten (10) calendar days of receipt. The notice to the supplier shall include a description of the missing or incomplete information.

2.2 Registration Information

A supplier seeking to obtain Coordination Services hereunder must deliver to the Company a completed registration, consisting of the following:

- (a) an AGS Coordination Agreement, fully executed by a duly authorized representative of the supplier;
- (b) consent for PJM to conduct a Billing Line Item (BLI) Transfer for certain transmission-related charges;
- (c) a copy of the supplier's Certification application submitted to the PUCO, subject to a confidentiality agreement, or a copy of an unexpired Certificate issued by the PUCO;
- (d) written evidence that the AGS or its TSA is a signatory to the Operating Agreement and Reliability Assurance Agreement of the PJM Interconnection LLC;
- (e) written affidavit that the AGS or its TSA will use PJM Network Integration Service to serve retail load in DP&L's certified territory;
- (f) the supplier's Dun & Bradstreet Number;
- (g) an EDI Trading Partner Agreement, fully executed by a duly authorized representative of the supplier;
- (h) the supplier must demonstrate to the Company's satisfaction that it is fully capable of performing the necessary data transfer functions required to supply the Company with the data necessary to operate its business; and
- (i) collateral pursuant to Section 12.4

2.3 Grounds for Rejecting Registration

The Company may reject any registration for Coordination Services on any of the following grounds:

- (a) the supplier, predecessor or affiliate has outstanding debts to the Company;
- (b) the supplier has failed to comply with collateral requirements specified in Section 12.4 of the Tariff;

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- (c) the Company has provided written notice to the supplier that a registration is deficient and the supplier has failed to submit a completed registration within thirty (30) calendar days after the Company has notified the supplier of the deficiency;
 - (d) the supplier is not certified by the PUCO;
 - (e) the supplier has Bad Credit;
 - (f) failure to meet data transfer standards to the Company's satisfaction;
 - (g) failure to provide written evidence as required in Section 2.2 (d) and (e) or
 - (h) any other reasons determined by the PUCO.
- 2.4 Offer of Conditional Acceptance of Registration
Where grounds for rejection of a registration exist due to a supplier's outstanding debts to the Company, the Company may offer the affected supplier a conditional acceptance if the supplier pays such debts before it receives Coordination Services. If the supplier rejects the Company's offer of conditional acceptance under this Rule, then its registration for Coordination Services will be deemed rejected.
- 2.5 Rejection of Registration
Upon rejection of any registration, the Company shall provide the affected supplier with written notice of rejection within the time periods set forth in Section 2.1, and shall state the basis for its rejection.
- 2.6 Approval of Registration
Upon its approval of a registration for Coordination Services, the Company shall execute the AGS Coordination Agreement tendered by the registrant, The Company shall provide one to the supplier by delivering such within the period set forth in Section 2.1 and shall maintain a copy for its own records.
- 2.7 Identification Numbers
Upon its approval of a registration for Coordination Services, the Company will use the Dun & Bradstreet number assigned to each supplier as an identification number to be used in subsequent electronic information exchange between the supplier and the Company. In addition, the Company may also assign to the supplier identification numbers that may be required to perform coordination obligations under this Tariff and the AGS Coordination Agreement.
- 2.8 Commencement of Coordination Services
Coordination Services may commence after the Company's acceptance of a supplier's registration for Coordination Services provided that all of the information necessary for the Company to provide

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Coordination Services has been provided to the Company and any conditions required under Section 2.4 have been satisfied by the supplier.

3. COORDINATION OBLIGATIONS:

3.1 Multiple AGSs

Only one AGS shall provide Competitive Retail Electric Service to a specific End-use Customer's Account during any given Billing Cycle, unless otherwise provided by the Company's tariff.

3.2 Partial Competitive Retail Electric Service

An End-use Customer's Account is not permitted to have partial Competitive Retail Electric Service. The AGS shall be responsible for providing the total energy consumed by the End-use Customer's Account during any given Billing Cycle, unless otherwise provided by the Company's tariff.

3.3 PJM Services and Obligations

An AGS is responsible for procuring those services provided by the PJM OI that are necessary for the delivery of Competitive Energy Supply to its Customers pursuant to the executed DOA. In addition, an AGS or its TSA must satisfy all obligations which are imposed on LSEs in the PJM Control Area by the PJM OI.

3.4 Timeliness and Due Diligence

AGSs shall exercise due diligence in meeting their obligations under this Tariff and the AGS Coordination Agreement.

3.5 Duty of Cooperation

The Company and each AGS will cooperate in order to ensure delivery of Competitive Energy Supply to Customers as provided for by this Tariff, the EDU Tariff, the PJM Tariff and the Competition Act and the AGS Coordination Agreement.

3.6 State Certification

An AGS must have and maintain certification from the PUCO as a certified Competitive Retail Electric Service (CRES) provider.

3.7 Energy Procurement

An AGS is wholly responsible for procuring and making all necessary arrangements for obtainment of Competitive Energy Supply in a quantity sufficient to serve its Customers, including capacity,

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energy, transmission and distribution losses, and any other ancillary services required by the PJM OI.

3.8 Customer Arrangements

By selecting an AGS, the Customer designates the AGS to act on its behalf. However, the AGS will remain ultimately responsible for PJM services and obligations as the LSE for such Customer.

3.9 Reliability Requirements

An AGS shall satisfy those reliability requirements issued by the PUCO, ECAR, PJM OI and NERC.

3.10 Determination of Load and Location

The Company and the AGS or its TSA shall coordinate with the PJM OI to determine the magnitude and location of the AGS's actual or projected load as required by the PJM OI, for the purpose of calculating a Network Integration Transmission Service Reservation, an installed capacity obligation, or other requirements under the PJM Tariff.

3.11 Supply of Data

An AGS and the Company shall supply to the other all data, materials or other information specified in this Tariff and the AGS Coordination Agreement in accordance with PUCO rules in a thorough and timely manner.

3.12 Communication Requirements

An AGS shall implement the communication requirements as specified in the AGS Coordination Agreement, or any other protocol established by the PUCO, the CAO, or other group with authority to set common communication standards.

3.13 Payment Obligation

The Company's provision of Coordination Services to an AGS is contingent upon the AGS's payment of all charges provided for in this Tariff.

3.14 Record Retention

An AGS and the Company shall comply with all applicable laws and PUCO rules and regulations for record retention. The AGS shall be responsible to maintain records of Customer's authorization to switch suppliers.

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3.15 Data Exchange

- (a) An AGS must notify its Customers that by signing up for Competitive Energy Supply with the AGS, the Customer is consenting to the disclosure by the Company to the AGS of certain basic information about the Customer. At minimum, the notice shall inform the Customer that the following information will be disclosed: the Customer's name, billing account number, service address, mailing address and rate class.
- (b) In the event an AGS sends the Company the same erroneous data more than once (unless through no fault of the AGS), the Company may charge processing costs to that AGS.

4. CUSTOMER ENROLLMENT PROCESS:

4.1 Pre-Enrollment End-use Customer Information List and Governmental Aggregator List

Pre-Enrollment End-Use Customer Information List

Upon request, the Company will electronically provide to any supplier certified by the Commission the most recent End-use Customer information list.

The Company will offer the End-use Customer information list and updates available monthly. Once the list has been updated, a supplier may not use an End-use Customer information list from a prior month to contact End-use Customers.

The Company will provide End-use Customers the option to have all the End-use Customer's information listed in the section below removed from the End-use Customer information list. At the same time the Company will also provide End-use Customers the option to have all End-use Customer's information listed below reinstated on the End-use Customer information list. The End-use Customer will be notified of his or her options quarterly.

The following information will be provided on the End-use Customer information list for each End-use Customer who has not requested that all information be removed from this list:

- i) End-use Customer name
- ii) Service Address
- iii) Service City
- iv) Service State and Zip Code
- v) Mailing Address
- vi) Mailing City
- vii) Mailing State and Zip Code

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- viii) Rate Schedule under which service is rendered, including class and sub-class (if applicable)
- ix) Rider (if applicable)
- x) Load Profile Reference Category
- xi) Meter Type (will provide information that is readily available)
- xii) Interval Meter data indicator (will provide information that is readily available)
- xiii) Budget Bill / PIPP indicator
- xiv) Shopping indicator
- xv) Meter Read Cycle
- xvi) Meter Number (if applicable)
- xvii) Net Metering Indicator
- xviii) Most recent twelve (12) months of historical monthly customer energy usage data (actual energy usage plus demand, if available)

The Company will provide the End-use Customer information list on DP&L's Internet Site for AGSs. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. End-use Customers participating in the Percentage of Income Payment Plan (PIPP) program will be coordinated exclusively through the PIPP program administered by the Ohio Department of Development.

Governmental Aggregator List

Upon request, the Company will electronically provide a Governmental Aggregator List to any Governmental Aggregator certified by the Commission or a certified Competitive Retail Electric Service provider under contract with the Governmental Aggregator.

The Governmental Aggregator list will comply with O.A.C. 4901:1-10-32(A) which includes:

(1) An updated list of names, account numbers, service addresses, billing addresses, rate codes, percentage of income payment plan codes, load data, and other related customer information, consistent with the information that is provided to other electric services companies, must be available in spreadsheet, word processing, or an electronic non-image-based format, with formulas intact, compatible with personal computers.

(2) An identification of customers who are currently in contract with an electric services company or in a special agreement with the electric utility.

(3) On a best efforts basis, an identification of mercantile customers.

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In addition to these requirements, the Governmental Aggregator list will include: 1) telephone number; 2) whether the Customer is currently in arrears with DP&L and the amount of arrearage; and 3) whether the Customer is on a deferred payment plan. DP&L will not provide any information that it otherwise holds confidential if the Customer objects to its disclosure.

4.2 AGS Requests for End-use Customer Information

An AGS may request historical Interval Meter data through a DASR after receiving the appropriate End-use Customer authorization. The Interval Meter data will be transferred in a standardized electronic transaction. The AGS will be responsible for the incremental costs incurred to prepare and send such data. The charges for these services are listed in this or other tariff rate schedules.

4.3 Direct Access Service Requests (DASRs)

Enrollment of End-use Customers is done through a DASR, which may be submitted only by an AGS. An AGS may not submit a DASR to initiate enrollment or change a Customer's supplier without prior consent of the Customer and completion of the enrollment transaction with the Customer except for "opt-out" aggregation.

DASRs will be effective on the next Meter Read Date provided that it is received by the Company at least twelve (12) calendar days before the next Meter Read Date, unless otherwise provided in the Company's tariff. If a DASR is received within those twelve (12) days before the next Meter Read Date, it will be effective on the following Meter Read Date.

The Company will process all valid DASRs and send the End-use Customer confirmation within two business days. Simultaneous with the sending of the notice to the End-use Customer, the Company will electronically advise the AGS of acceptance. Notice of rejection of the DASR to the AGS shall be sent in one (1) business day, if possible, but in no event later than four (4) calendar days, and include the reasons for the rejection. The Company shall provide a rescission period as provided by the Commission's rules, and the Company will provide the Customer with a cancellation number to confirm the rescission of the contract. If the End-use Customer rescinds, the Company shall send a drop notice to the AGS. In the event of Customer rescission, the previous AGS will continue to serve the Customer under the same terms and conditions.

Enrollments will be processed on a "first in" priority basis based on the received date, and using contract date as the tie-breaker. Only one (1) subsequent enrollment DASR received within the same Billing Cycle will be accepted, with an effective date of the subsequent enrollment equal to the next scheduled meter read date following the effective date of the already pending enrollment. Other subsequent enrollment DASRs received within the same Billing Cycle will be rejected.

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To participate in the Electric Choice Program, an End-use Customer must have an active electric service account with the Company. After the electric service account is active, an AGS may submit a DASR as described herein. Every new electric service account will bill on the Standard Offer Rate for at least one (1) billing cycle.

4.4 End-use Customers Return to Standard Offer Rate

An End-use Customer's return to the Standard Offer Rate may be a result of Customer choice, supplier default, termination of a supplier contract, opt out or termination of a governmental aggregation program, supplier withdrawal, or the customer's application for assistance through the Percentage of Income Payment Plan.

An End-use Customer may contact the Company to return to the Company's Standard Offer Rate. The return to the Standard Offer Rate shall be conducted under the same terms and conditions applicable to an enrollment with an AGS. Thus, the Company will provide a rescission period consistent with the Commission rules. Provided the Company has effectuated the request to return to the Standard Offer Rate twelve (12) calendar days prior to the next regularly scheduled Meter Read Date and an AGS's enrollment DASR has not already been accepted within the same Billing Cycle, the End-use Customer will be returned to the Standard Offer Rate on the next regularly scheduled Meter Read Date.

4.5 End-Use Customer Inquiries and Requests for Information

Upon request, End-use Customers will be sent an information package containing a summary of the program and a current list of AGSs, which will be sent to the End-use Customer's service or mailing address.

The list of AGSs will be posted on a designated DP&L Internet Site. The list of AGSs will contain suppliers currently registered to enroll End-use Customers in the Company's service territory. The list of AGSs will also designate, if available, which customer classes the AGSs will be serving.

4.6 Information Disclosure

The AGS must notify its Customers that by signing up for Competitive Electric Supply with the AGS, the Customer is consenting to the disclosure by the Company to the AGS of information about the Customer pursuant to Section 3.15(a).

4.7 Changing Suppliers

If a Customer contacts a new AGS to request change of an AGS and the new AGS agrees to serve the Customer, the Customer's new AGS shall obtain the appropriate authorization from the Customer or person authorized to act on the Customer's behalf indicating the Customer's choice of

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AGS, and shall thereupon follow the procedures described in Section 4.3. If a Customer contacts the Company to request initial service from an AGS, or to request a change of suppliers, the Company will inform the Customer that the AGS must be contacted directly with the request.

4.8 Discontinuation of Service

- (a) If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the Company's service territory, the Company will notify the current AGS of the Customer's discontinuance of service for the account at the Customer's prior location. Final bill(s) will be issued at the date of discontinuance of service. The Company will provide the AGS that served the Customer at the old location with the Customer's new mailing address or forwarding address.
- (b) If a Customer contacts the Company to discontinue electric service and indicates that the Customer will be relocating outside of the Company's certified territory, the Company will notify the current AGS of the Customer's discontinuance of service for the account at the Customer's location. If available, the Company will provide the AGS that served the Customer at the old location with the Customer's new mailing address or forwarding address.
- (c) A Customer's AGS cannot arrange for the disconnection or discontinuation of distribution service as a consequence of contract termination, non-payment, or for any other reason.

4.9 Arrangements with AGS Customers

The AGS shall be solely responsible for having appropriate contractual or other arrangements with their Customers consistent with all applicable laws, PUCO requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements. The Company will not be liable for any contractual disputes that arise between the AGS and the Customer.

4.10 Transfer of Cost Obligations Between AGSs and Customers

Nothing in this Tariff is intended to prevent an AGS and a Customer from agreeing to reallocate between them any charges that this Tariff imposes on the AGS, provided that any such agreement shall not change in any way the AGS's obligation to pay such charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the AGS's Customer for any charges owed to the Company by the AGS.

5. COMPANY SUPPLIED INFORMATION:

5.1 Information Available

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The information provided by the Company is available as a resource to assist an AGS in meeting its retail load obligations. Generic load profile information and loss factors will be available. It will be the responsibility of the AGS to schedule and deliver the appropriate PJM OI services using this and any other information it deems appropriate for its Customers.

Although the Company believes the information is accurate and correct to the best of the Company's knowledge and belief, and for its originally-intended purposes, the Company makes no representations or warranties as to the accuracy or usefulness of the information and takes no responsibility for the AGSs use of the information.

5.2 Load Profiles

Load profiles will be applied to actual consumption to determine and reconcile consumption energy imbalance for customers without hourly metering. The Company will utilize its own load profiling methodology and will provide this methodology to the AGS.

5.3 Retail Load Responsibility (RLR)

The Company shall calculate each AGS's RLR for each hour of each calendar day and submit the values to PJM in accordance with PJM's business practices. The RLR values that the Company submits to PJM will be used as the basis for settlement process.

6. LOAD SCHEDULING:

6.1 Energy Delivery

Energy will be delivered to the Company's electric distribution system using the PJM power scheduling policies and procedures.

6.2 AGS Energy Schedule

The AGS is responsible for forecasting its customer load. The AGS or its TSA must schedule electric power on behalf of the retail customers it supplies in accordance with the PJM Tariff and applicable PJM guidelines. The aggregate hourly load forecast shall define the hourly energy requirements for an AGS.

6.3 PJM Network Transmission Service

An AGS or its TSA must submit requests for Network Transmission Services on the applicable PJM systems to service retail load in DP&L's certified territory. The AGS or its TSA must adhere to the applicable time frames in accordance with the PJM OATT and other PJM documents.

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7. RECONCILIATION OF CONSUMPTION ENERGY IMBALANCE:

Sections 7.1 through 7.3 will be applicable for reconciliation of consumption energy imbalance for the PJM LMP market.

7.1 Billing

The Company and the AGS will rely on PJM to perform calculations to determine the monetary value of reconciliation quantities and to bill and/or credit AGSs for oversupplies and undersupplies at an hourly price through the PJM grid accounting system.

7.2 The Company's and AGS's Role

The Company will assist PJM in accounting for reconciliation quantities by (1) collecting all Customer usage data; (2) determining the hourly RLR for each AGS or TSA; and (3) submitting the RLR quantities to the PJM OI. If PJM policies require the Company to obtain consent from the AGS for initiation of a PJM settlement process, the execution of the AGS Coordination Agreement shall be deemed as affirmative consent by the AGS for the settlement or resettlement or reconciliation; and if PJM requires any additional indicia of consent, the AGS shall provide affirmative consent within ten (10) calendar days of the Company's request.

7.3 Meter Data Collection

Meter data collected by the Company shall be utilized to calculate the quantity of energy consumed by an AGS's Customers for a particular reconciliation period. Such collection shall occur at the time of a Customer's monthly meter reading. Thus, in order to measure the energy consumed by all Customers on a particular day, at least one billing period is required for data collection.

7.3.1 Monthly Metered Customers

Data from monthly metered Customers is collected in subsets corresponding to customer billing cycles, which close on different days of the month. To reconcile energy mismatches on an hourly basis, the Company shall convert such meter data for Customers to the equivalent hourly usage. Load profiles adjusted for actual weather values will be applied to metered usage to derive an estimate for the hour-by-hour usage.

7.3.2 Hourly Metered Customers.

Data from hourly metered Customers will also be collected by the Company monthly on a billing cycle basis.

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8. METERING:

8.1 Meter Requirements

Wireless Interval Meters will be required for End-use Customers who select an AGS and have a maximum annual peak demand greater than or equal to two hundred (200) kW for the most recent twelve (12) month period.

If an existing Customer reaches a peak demand greater than or equal to two hundred (200) kW at any point in the most recent twelve (12) month period, the Customer and AGS will be notified that this Customer has exceeded the two hundred (200) kW limit and that a wireless interval meter is required. If authorization to install the wireless meter is not received from the Customer or AGS within sixty (60) days, the Customer will be returned to the Standard Offer Rate.

8.2 Interval Meter Charges and Installation Process

The End-use Customer or AGS may request a Wireless Interval Meter for use at any account below the interval meter threshold. The End-use Customer and/or AGS shall be responsible for the incremental costs of upgrading the present meter plus all incremental costs associated with the installation of required or requested interval metering. The charges for a Wireless Interval Meter may include a tariffed rate or payment plan not to exceed twenty-four (24) months. For the wireless interval meter, the installed equipment cost covers the initial 24 months of wireless reads. All costs associated with wireless meter reads may be passed through to the End-use Customer after the expiration of the initial 24 months of wireless meter reads. Title to the meter shall remain with the Company.

If an analog telephone line interval meter was previously selected and the phone line is not functional after installation, a notification will be sent to the AGS and Customer to repair the phone line. After the notification is sent to the AGS and Customer, the necessary equipment to read the analog telephone meter must be installed or the Customer may be returned to the Standard Offer Rate at the Company's discretion.

An End-use Customer that is required to have interval metering must request an order for Wireless Interval meter installation. Before the End-use Customer can be enrolled and served by the AGS, the End-use Customer must allow three (3) business days for accounts with single service or at least five (5) business days for accounts with multiple services for the Company to process the order. For End-use Customers who are required to have a Wireless Interval Meter for the requested service, service may begin, assuming an order was processed for Wireless Interval meter installation, using a Company load profile for settlement; consumption meter reads will continue to be used for billing.

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This shall be the approach during the period between when the End-use Customer has requested a Wireless Interval Meter and the time that the Company is able to install such a meter.

8.3 Company's Need to Obtain Actual Meter Reading

The Company must have reasonable access to the meter in order to obtain an actual (rather than estimated) monthly meter reading.

8.4 Customer or AGS Access to Meter Information

All meters will be the sole property of the Company. DP&L will provide a Customer or its AGS with access to meter information at no charge. The Customer or its AGS must reimburse DP&L for the costs of installing such information gathering equipment. If DP&L is requested to process the information, then it will charge its costs therefore.

9. CONFIDENTIALITY OF INFORMATION:

9.1 General

All confidential or proprietary information made available by one party to the other in connection with the registration by a supplier with the Company and/or the subsequent provision and receipt of Coordination Services under this Tariff, including but not limited to load curve data, and information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company, receiving Coordination Services and/or providing Competitive Retail Electric Service to Customers in the Company's service territory. Other than disclosures to representatives of the Company or AGS for the purposes of enabling that party to fulfill its obligations under this Tariff or for an AGS to provide Competitive Retail Electric Service to Customers in the Company's Certified Territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party.

9.2 Customer Information

The AGS shall keep all End-use Customer-specific information supplied by the Company confidential unless the AGS has the End-use Customer's written authorization to do otherwise or unless permitted to be disclosed per Ohio Administrative Code Rule 4901:1-21-10.

An Individual Customer may request that Company information relating to their account be confidential. The AGS shall comply with all prescribed notification requirements informing their Customers of this option to keep their Company information confidential. The AGS shall keep all Customer-specific information supplied by the Company confidential unless the AGS has the Customer's authorization to do otherwise.

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THOMAS A. RAGA, President and Chief Executive Officer

P.U.C.O. No. 17
ELECTRIC GENERATION SERVICE
ALTERNATE GENERATION SUPPLIER COORDINATION TARIFF

10. COMPANY BILLING SERVICES ON BEHALF OF AGS:

10.1 Company Billing for AGS

All AGS charges to Customers, if billed by the Company, shall be billed in accordance with the following provisions:

The Company will provide consolidated rate ready and consolidated bill ready billing services. Rate ready billing will be provided if price plans offered by the AGS are based on fixed and variable charges similar to those the Company employs for billing Distribution Service and Electric Generation Service Standard Offer. Nothing in this Tariff shall require the Company to manually bill Customers. Within this context, if the Company's billing system has the capability to bill the price plans offered by the AGS, the AGS may request the Company to do all or some of the billing for the AGS's Customers based on the Customers' preferences. However, in no case shall the Company require the AGS to provide separate Customer lists or perform unique scheduling and reconciliation services for Customers billed directly by the Company. The AGS shall provide all data in its possession necessary for the timely generation of bills. A failure of the AGS to provide necessary data to the Company in a timely fashion may delay generation of a bill for the month to which the data pertains. In such instances, the AGS is responsible for all fines and violations, if any, arising as a result of the Company's inability to render a timely bill.

The Company shall make available rates for consolidated rate ready billing services that will automatically calculate the AGS's charges as a percentage off the Company's Standard Offer Rate for bypassable generation and transmission charges ("Price-to-Compare"). The Company will not produce a bill via consolidated rate ready billing services using a meter read measuring "supplied" kWh from a net meter. The AGS shall not use the Company's consolidated billing services for billing of items other than electric commodity including, but not limited to, early termination fees and for communication of any anti-competitive or disparaging messages.

The AGS must fully execute the Billing Services Agreement specific to either the rate ready or bill ready consolidated billing service before the Company will commence that billing service. For an AGS to present its logo on a DP&L consolidated bill, the AGS must ensure that the logo meets the Company's required technical specifications. The AGS may be subject to technical support and assistance charges for failure to submit a compliant logo.

10.2 Netting of End-use Customer Payment and AGS Charges Billed by the Company

If the AGS defaults and the Company is performing Consolidated Billing of End-use Customers for the AGS, the Company reserves the right to retain the payments collected from the End-use Customers and apply the payments to the Company's charges.

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10.3 Summary Billing

The Company will not provide consolidated summary billing for customers that take generation service from an AGS. DP&L will provide summary billing for customers that take generation service from an AGS and receive a dual bill.

10.4 Budget Billing

DP&L will comply with the Commission's rules applicable to Budget Billing.

10.5 DP&L Purchase of AGS Accounts Receivable

DP&L will not purchase the accounts receivable of an AGS.

10.6 AGS Tax Responsibility

The Company is not responsible for paying or remitting on behalf of an AGS taxes including, but not limited to, Ohio Public Utility Excise Tax, Ohio Corporation Franchise Tax, municipal income, Ohio Sales Tax and Federal Corporate Income Tax.

10.7 Company Reimbursement to AGS for Customer Payments

Where the Company acts as the billing agent for the AGS, the Company shall reimburse the AGS as soon as practicable upon receipt of payment for all energy charges and any other charges collected on behalf of the AGS from the Customer. The Company will conduct all remittance processing of current customer charges. In the event that a Customer remits partial payments of a bill, the remittance will be applied against the various amounts that may be due and owing to the Company and the AGS in the following manner: AGS past due power and energy, including transmission and ancillary charges, EDU past due, EDU current, AGS current ("partial payment posting priority"). Any amount remitted by a Customer in excess of the total due and owing will be held in the Customer's account with the Company and be applied to the next bill in accordance with the partial payment posting priority, or at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions.

A Customer on a deferred payment plan shall be deemed to have paid the full monthly amount due if the Customer meets the monthly payment plan obligation, which is the monthly amount agreed to by DP&L and the Customer. Similarly, a Customer on a budget-billing plan shall be deemed to have paid the full monthly amount due if they pay the monthly budgeted amount and AGS current charges if they are not included in the budgeted amount. Security deposits provided by the Customers to the EDU and payments for reconnect charges shall be applied before AGS past due.

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EDU security deposits shall be applied solely to EDU charges on the final bill. Late payment charges on AGS past due amounts shall be applied immediately following AGS past due amounts. EDU late payment fees and return check fees shall be treated as ordinary EDU distribution charges. DP&L will apply payments by a guarantor or energy assistance payments by a public or private agency on behalf of a mutual Customer according to the partial payment posting priority.

10.8 AGS Service Discontinued

If service from the AGS is discontinued, the AGS' charges shall remain on the Customer's bill for the earlier of: a) at least three (3) billing cycles; b) the Customer is disconnected; c) a final bill is issued on the Customer's account; or d) the Customer is issued a bill containing new AGS charges. Payments from the Customer during that period shall be subject to the partial payment posting priority. DP&L will not assess late payment charges on AGS past due balances.

10.9 Deferred Payment Plan

DP&L may place a Customer on a deferred payment plan covering both AGS and DP&L charges without further approval of the AGS. DP&L shall follow the same policy regarding deferred payment plans for both AGS and DP&L charges. DP&L shall provide notice to the AGS that a mutual Customer has entered into a deferred payment plan. Such notice shall be provided on DP&L's Internet Site for AGSs on at least a monthly basis listing the Customers that entered into a deferred payment plan. The information on the list shall include, but not be limited to, the Customer's name, address, account number and type of payment plan.

10.10 Company Reporting on Behalf of AGS

To the extent DP&L performs reporting services at the request of the AGS to comply with PUCO Market Monitoring rules on behalf of the AGS, the AGS shall reimburse DP&L for its costs to perform such reporting requirements. At the request of the AGS, the Company may also provide Customers with environmental disclosure information that complies with the Minimum Competitive Retail Electric Service Standards. To the extent the Company provides this service, the AGS shall reimburse DP&L for its costs to provide such service.

11. AGS BILLING SERVICES ON BEHALF OF DP&L:

DP&L will permit an AGS to provide consolidated billing using a bill ready format provided that the supplier purchases DP&L's receivables. Additionally, the AGS must demonstrate to DP&L they are competent to bill on DP&L's behalf and able to comply with all applicable rules and regulations including, but not limited to: billing, payment posting priorities, disconnect rules, customer notices, and any other information contained in the Company's Commission filings. The terms of the sale of

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receivables shall be negotiated among the parties, including an agreed upon discount. Any disagreement about terms shall be mediated by a neutral third party.

12. AGS PAYMENT OF COORDINATION SERVICES:

12.1 AGS Payment of Obligations to the Company

An AGS shall pay all Coordination Services Charges or any other Charge it incurs hereunder in accordance with the following provisions:

- (a) Billing Procedure: The Company shall submit an invoice to the AGS for all Coordination Services Charges provided under this Tariff at a frequency determined by the Company. An AGS shall make payment for Charges incurred on or before the due date shown on the bill. The invoice shall be paid by the AGS within twenty (20) days of receipt.
- (b) Billing Corrections and Estimated Billings: Notwithstanding anything stated herein: (1) bills shall be subject to adjustment for any errors in arithmetic, computation, meter readings, estimating or other errors for a period of twenty-four (24) months from the date of such original monthly billing; and (2) the Company shall be entitled to submit estimated bills (subject to correction) in the event the AGS fails to supply necessary information in a timely fashion or other circumstances limit the timely availability of necessary data.
- (c) Manner of Payment: The AGS shall make payments of funds payable to the Company by wire transfer to a bank designated by the Company as designated in the AGS Coordination Agreement. In the event of a dispute as to the amount of any bill, the AGS will notify the Company of the amount in dispute and the AGS will pay to the Company the amount not in bona fide dispute. The Company shall refund, with interest at the rate described in paragraph (d), any portion of the disputed amount ultimately found to be incorrect. All payments shall be in United States dollars.
- (d) Late Fee for Unpaid Balances: If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. Interest on any unpaid amounts (including amounts placed in escrow) shall be calculated in accordance with the methodology specified for interest on refunds in the Commission's regulations at 18 CFR § 35.19a(a)(2)(iii). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. The Company may, in its sole discretion, impose the late charge for any AGS that fails to pay its invoices in a timely manner.

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12.2 AGS Failure to Pay Obligations to the Company

In the event the AGS fails to make payment to the Company of all amounts not in bona fide dispute on or before the due date as described above, and such failure of payment is not corrected within two (2) calendar days after the Company notifies the AGS to cure such failure, the AGS shall be deemed to be delinquent. In the event an AGS is deemed to be delinquent, the Company, may at its sole discretion, reduce the reimbursement to the AGS for amounts collected by the Company by the amount owed to the Company or exercise its rights under the AGS's collateral posted pursuant to Section 12.4.

In the event of a billing dispute between the Company and the AGS, the Company will continue to provide service pursuant to the AGS Coordination Agreement and the Tariff as long as the AGS continues to make all payments including disputed amounts. A billing dispute shall be dealt with promptly in accordance with the dispute resolution procedures set forth in this Tariff.

12.3 Billing for Supplier Obligations to Other Parties

The Company will assume no responsibility for billing between an AGS and any energy source or accept responsibility to negotiate with a defaulting supplier to the AGS for damages resulting from such supplier's failure to perform. The AGS is responsible to collect any damages from wholesale suppliers that fail to deliver to the AGS. Any such supplier default does not alter AGS's financial obligation to pay the Company in accordance with the terms and conditions of this tariff. The Company will not accept any delayed payment from an AGS while the AGS is settling or litigating any disputes with the AGS' supplier(s) or PJM OI.

12.4 Guarantee of Payments

The Company will apply, on a non-discriminatory and consistent basis, reasonable financial standards to assess and examine a supplier's creditworthiness. These standards will take into consideration the scope of operations of each supplier and the level of risk to the Company. This determination will be aided by appropriate data concerning the supplier, including load data or reasonable estimates thereof, where applicable.

A supplier shall satisfy its creditworthiness requirement and receive an unsecured credit limit by demonstrating that it has, and maintains, investment grade long-term bond ratings from any two (2) of the following three (3) rating agencies:

AGENCY	SENIOR SECURITIES RATING (BONDS)
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch IBCA	BBB- or higher

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The supplier will provide the Company with its, or its parent company's, most recent independently-audited financial statements, (if applicable) and, its or its parent's most recent Form 10-K and Form 10-Q (if applicable).

The Company shall make reasonable alternative credit arrangements with a supplier that is unable to meet the aforementioned criteria and with those suppliers whose credit requirements exceed their allowed unsecured credit limit. The supplier may choose from any of the following credit arrangements in a format acceptable to the Company: a guarantee of payment; an irrevocable Letter of Credit; a Prepayment Account established with the Company; a Surety Bond, including the Company as a beneficiary; or other mutually agreeable security or arrangement. The alternate credit arrangements may be provided by a party other than the AGS, including one or more ultimate customers. The fact that a guarantee of payment, irrevocable Letter of Credit, Prepayment Account, or Surety Bond is provided by a party other than the AGS shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements. The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that supplier, including recognition of that supplier's performance.

The Company will make available on request its credit requirements. A supplier may appeal the Company's determination of credit requirements to the Commission or seek Staff mediation as to any dispute.

The following collateral calculation applies to AGSs who serve retail customers in DP&L's service territory and is intended to cover DP&L's risk as the default supplier:

DP&L will calculate the amount of collateral to cover its risk as the default supplier by multiplying thirty (30) days of DP&L's estimate of the summer usage of the AGS's customers by a price set at the highest monthly average megawatt-hour price from the prior summer's PJM Day Ahead market and by multiplying thirty (30) days of DP&L's estimate of the AGS's capacity obligation by the final Dayton zonal capacity megawatt-day price for the upcoming delivery year.

In addition to information required otherwise hereunder, an AGS shall be required to provide to the Company such credit information as the Company reasonably requires. The Company may report to a national credit bureau the AGS's credit history with the Company. The Company agrees to keep all information supplied by the AGS confidential if required by the AGS.

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13. WITHDRAWAL BY AGS FROM RETAIL SERVICE:

13.1 Notice of Withdrawal to the Company

An AGS shall provide electronic and written notice to the Company ninety (90) days prior to withdrawal by the AGS from retail service in accordance with any applicable PUCO rulings. Notice shall be irrevocable.

13.2 Notice to Customers

An AGS shall provide notice to its Customers of withdrawal by the AGS from retail service in accordance with applicable PUCO rulings.

13.3 Charges for Noncompliance

An AGS that withdraws from retail service and fails to provide at least ninety (90) days written notice to the Company and the AGS's customers of said withdrawal shall reimburse the Company for all of the following costs associated with the withdrawal, including but not limited to:

- (a) mailings by the Company to the AGS's Customers to inform them of the withdrawal and their options;
- (b) non-standard/manual bill calculation and production performed by the Company;
- (c) AGS data transfer responsibilities that must be performed by the Company;
- (d) charges or penalties imposed on the Company by third parties resulting from AGS nonperformance; and
- (e) all damages arising from the AGS failing to provide ninety (90) days notice including, but not limited to, replacement capacity costs, energy costs, and/or transmission costs incurred to provide service to AGS's customers until the ninety (90) days notice period has expired.

14. AGS DISCONTINUANCE OF SERVICE TO PARTICULAR CUSTOMERS:

14.1 Notice of Discontinuance to the Company

An AGS shall provide electronic notice to the Company of all intended discontinuances of service to Customers in accordance with applicable PUCO rules.

14.2 Notice to Customers

An AGS shall provide advance notice to any Customer it intends to stop serving Competitive Energy Supply of such intended discontinuance in a manner consistent with all applicable PUCO rulings.

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14.3 Effective Date of Discontinuance

Any discontinuance will be effective on the next regularly scheduled Meter Read Date and in accordance with the AGS switching rules in this Tariff and the Distribution Service Rules and Regulations contained in the EDU Tariff. Any discontinuance prior to the Meter Read Date will result in charges for non-compliance in accordance with Section 13.3.

15. LIABILITY:

15.1 General Limitation on Liability

The Company shall have no duty or liability with respect to Competitive Retail Electric Service before it is delivered by a Supplier to an interconnection point with the Control Area. After its receipt of Competitive Retail Electric Service at the point of delivery, the Company shall have the same duty and liability for transmission and distribution service to customers receiving Competitive Retail Electric Service as to those customers receiving electric energy and capacity from the Company.

15.2 Limitation on Liability for Service Interruptions and Variations

The Company does not guarantee continuous, regular or uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. Neither party is liable to the other party for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

The Company shall have no liability with respect to any transaction or arrangement by or between a Customer and AGS and shall have no liability to the AGS arising out of or related to Customers' decisions in switching among AGSs. The Company is not liable for a Customer's lost savings arising out of an error or omission in customer enrollment or switching by the AGS.

For purposes of indemnification, the Company shall be deemed to possess and control the electricity provided by the AGS upon receipt thereof (at the Company's distribution system or the ISO Bus) until the electricity is delivered to the Customer or for the Customer's account at the point of delivery (at the customer's meter). The AGS shall be deemed to possess and control the electricity prior to such receipt by the Company. Subject to the provisions of this section, the party in possession and control (the "indemnifying party") will indemnify the other party (the "indemnified party") for liability arising out of such possession and control.

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If the Company becomes liable for Ohio state taxes not paid by an AGS, the non-compliant AGS shall indemnify the Company for the amount of additional state tax liability or penalties imposed upon the Company by the Ohio Department of Taxation due to the failure of the AGS to pay or remit to the State the tax imposed.

16. DISPUTE RESOLUTION:

Alternative Dispute Resolution shall be offered to both AGSs and the Company as a means to address disputes and differences between AGSs and the Company. Nothing in this Tariff or any related agreements shall limit either the Company or the AGS from filing a formal or informal complaint with the Commission.

17. MISCELLANEOUS:

17.1 Governing Law

To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment and termination of this Tariff or any AGS Coordination Agreement shall be governed by the laws of the State of Ohio.

The Tariff or any AGS Coordination Agreement, and the performance of the parties' obligations thereunder, is subject to and contingent upon (i) present and future local, state and federal laws, and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

If at any time during the term of the Tariff or any AGS Coordination Agreement, FERC, the PUCO or a court of competent jurisdiction issues an order under which a party hereto believes that its rights, interests and/or expectations under the Agreement are materially affected by said order, the party so affected shall within thirty (30) days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights, interests and/or expectations in the Agreement. Within thirty (30) days from the receiving party's receipt of said notice, the parties agree to attempt through good faith negotiations to resolve the issue. If the parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either party may at the close of said thirty (30) day period terminate the Agreement, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written notice to the other party without any liability or responsibility whatsoever except for obligations arising prior to the date of service termination.

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- 17.2 Termination of AGS Coordination Agreements Require PUCO Authority
Notwithstanding any other provision of this Tariff or the Alternate Generation Supplier Coordination Agreement, in the event of a default, the Company shall serve a written notice of such default in reasonable detail and with a proposed remedy to the Alternate Generation Supplier and the Commission. On, or after, the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Alternate Generation Supplier Coordination Agreement. If the Commission does not act within 10 (ten) business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the 11th (eleventh) business day. Terminations or suspensions shall require authorization from the Commission.

The Company shall send notices pursuant to the Section by e-mail, fax, overnight mail, or hand delivery to the Commission and Staff at the Commission's offices. The Company shall notify all Commissioners, the Chief of Staff, the Director of the Consumer Services Department, the Director of the Utilities Department, the Director of the Legal Department, and the Chief of the Attorney General's Public Utilities Section. The Company shall send the notice to the address and fax number provided by the Alternate Generation Supplier in its Alternate Generation Supplier Coordination Agreement.

- 17.3 Headings
The headings and subheadings used for the Sections herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Tariff.
- 17.4 Revisions
This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with law, and such changes, when effective, shall have the same force and effect as the present Tariff. Changes may be made to the AGS Coordination Agreement with thirty (30) days written notice.
- 17.5 Statements by Agents
No Company representative has authority to modify a Tariff, rule or provision, or to bind the Company by any promise or representation contrary thereto.
18. TECHNICAL SUPPORT AND ASSISTANCE CHARGE:
Technical support and assistance is defined as support and assistance that may be provided by the Company to a licensed AGS or CSP in connection with questions and research requests from the AGS or CSP in support of its energy supply business.

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The Company will provide basic instruction on the DP&L Internet Site; assistance in normal business interactions, such as daily scheduling; and, standard processing of AGS or CSP data files. In addition, the Company will post a FAQ (Frequently Asked Questions) page on the DP&L Internet Site, and update it on a regular basis.

The Company is under no obligation to provide any further support or assistance. However, should additional assistance be required, such as manual verification of customer data, explanation of The Dayton Power and Light Company filings or regulatory orders, or explanation of the DP&L Internet Site/Network communications, the Company will make its best efforts to provide the requested support, for a fee as described below. The fee may include time spent by Company employees or consultants conducting research in connection with an AGS or CSP inquiry.

CHARGES

First four (4) hours per month per AGS or CSP: No charge.

Additional hours beyond first four (4) hours per month per AGS or CSP: \$90 per hour or fraction thereof.

SCHEDULE OF FEES AND CHARGES

A. AGS Fees

1. Manual Historical Customer Energy Usage Data: The Company requires Customer authorization for providing historical customer usage data. The Company will only provide customer usage data manually if it is unavailable electronically. For historical customer energy usage data, the following charges will apply:
 - Up to twelve (12) months of monthly kW and/or kWh data - No Charge
 - Thirteen through thirty-six (13-36) months of monthly kW and/or kWh data - \$16.50 per account per request
 - Greater than thirty-six (36) months of monthly kW and/or kWh data – \$32.25 per account per request
 - One (1) month of Hourly Load Data (where available) - \$25.00 per account per request
 - One (1) month of 30 minute Load Data (where available) - \$25.00 per account per request
 - Twelve (12) months of Hourly Load Data (where available) - \$150.00 per account per request
2. Electronic Interval Meter Data:
 - One (1) month of Hourly Load Data (where available) - \$25.00 per account per request
 - One (1) month of 30 minute Load Data (where available) - \$25.00 per account per request

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THE DAYTON POWER AND LIGHT COMPANY
MacGregor Park
1065 Woodman Drive
Dayton, Ohio 45432

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Twelve (12) months of Hourly Load Data (where available) - \$150.00 per account per request

3. Switching Fee:

The Company will be entitled to impose a Switching Fee on the End-Use Customer in accordance with Tariff Sheet No. D34 for any changes made by either a Customer or an authorized agent to a different AGS. The AGS will be required to pay the Switching Fees on behalf of the Customer.

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Case No(s). 15-1830-EL-AIR, 15-1831-EL-AAM, 15-1832-EL-ATA

Summary: Testimony of Devin Crist in Opposition to Stipulation and Recommendation electronically filed by Mr. Joseph E. Olikier on behalf of IGS Energy