

Mike DeWine, Governor Sam Randazzo, Chairman

### Commissioners

iA, Beth Trombold Lawrence K. Friedeman Dennis P. Deters Daniel R. Convay

### **Case Detail**

Case Number: 00230034 Account Name:

Type: Status: Closed Preferred Contact Method: No Preference

CASE DATES: Date Opened: 10-02-2018 Case Age in Business Days: 9

### **Contact Information**

Contact:

Phone Mobile:

Owner: Leah Lehman Account in Question: Verde Energy USA Ohio LLC Account Holder: Priority: Standard Service Type: Residential

Date Closed: 10-15-2018

Preferred Contact Method: No Preference

Preferred Contact Time: Email:

### **Service Address Information**

Service Account Number:

Service Address County: Warren Service Address State: Ohio Service Address Zip: Service Address Phone:

### Industry Information

AIQ Industry: Electric AIQ Sub-Industry: Competitive Retail Electric Service Provider

AIQ Sub-Sub-Industry: Non-Jurisdictional Case: Territory Account: 001t0000080FYIAA4 General Code: Marketing -- Electric

Specific Code: Enrollment Dispute

### Additional Information

PUCO ID: 345478

Case Formal Complaint Specialist Approved:

Docketing Case Number: Legacy Case ID: Case Formal Complaint Supervisor Approved:

### **Transportation Information**

Crossing ID: Railroad: Railroad Street Name:

### **Description Information**

### **Description:**

### **Resolution**:

Letter mailed to customer advising that the customer enrolled with National Gas & Electric for a 3 months fixed rate on October 27, 2017. An expiration notification was mailed on January 14, 2018 and since no response was received he was defaulted to a variable rate on February 27, 2018. A letter was mailed on March 14 that service would be transitioning to Verde with no changes to the terms of service with National Gas and electric. On June 1, 2018 the service became active with Verde at a variable rate. On August 9 he cancelled service and service was terminated by Verde on August 29.

### **Case Comments**

Created Date	Comment
10/2/2018 9:05:23 AM	Customer states he was switched to Verde Energy. DPL stated in May he was switched to Verde. DPL said there was no authorization sent from Verde and no aggregation submission. Customer states DPL switched him back but he had Verde at \$0.19/kwh for 4 months. Customer states each bill was almost 4x what his bills were previously. Customer got on a payment arrangement to pay the bill but does not believe he should owe anything. Customer states he keeps getting calls from Verde that he owes \$700+, which DPL said would fall off his bills in the next couple of months. Customer states previously his bills were about \$120 but now his bill is about \$1100. I advised the amount from Verde will not "fall off" the bill. I advised if it is found to be an unauthorized enrollment then the PUCO would request that the company would re-rate at DPL advised of investigative process.
10/15/2018 10:23:28 AM	Letter mailed to customer advising that the customer enrolled with National Gas & Electric for a 3 months fixed rate on October 27, 2017. An expiration notification was mailed on January 14, 2018 and since no response was received he was defaulted to a variable rate on February 27, 2018. A letter was mailed on March 14 that service would be transitioning to Verde with no changes to the terms of service with National Gas and electric. On June 1, 2018 the service became active with Verde at a variable rate. On August 9 he cancelled service and service was terminated by Verde on August 29.

### Web Information

Web Name: Web Home Phone: Web Email: Web Company: Web Zip Code: Web Account in Question: Web US Dot #:

### **System Information**

Created by: Leah Lehman

# Tasks Correspondence Review: 1

# Tasks Correspondence Review:1

Last Modified by: Sara Mac	ey
Next Activity Date:	
Case Grade Created: 🔲	
Case Grade Target: 🔲	

# **Case Emails**

Email Created Date: 10/2/2018 9:08:02 AM
<u>Email Text Version:</u> Initial Submission of a Consumer Complaint
Provider of Electric
Please Respond Within 3 Business Days
CASE ID: 00230034
COMPANY:
CUSTOMER:
ADDRESS: Waynesville, Ohio 45068
SERVICE ADDRESS:
AIQ: Verde Energy USA Ohio LLC
SERVICE ACCOUNT NUMBER:
NIQ:

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)\*\*\*

### DESCRIPTION OF ISSUE:

Mr. states that he was switched to Verde Energy without his authorization. He states DPL advised there was no authorization sent from Verde and no aggregation submission, but he has been with Verde since May. He states Verde was charging him \$0.19/kwh. He cancelled Verde, but he received 4 billing cycles of service with the company. He states his bills prior to Verde were around \$120 and now he owes over \$1100 and keeps getting calls from Verde stating he owes over \$700.

1. How and when was the customer solicited?

2. What was the agreed upon rate and for how long?

3. When were the start service and stop service dates?

4. Did the customer receive an early termination fee? If so, how much is the early termination fee?

5. Please provide a copy of the sales call, TPV, welcome letter with terms and conditions, and any other documentation relevant to the case.

Sincerely,

Leah Lehman

**Public Utilities Commission of Ohio** 

Service Monitoring and Enforcement Department

**Customer Service Investigator** 

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it. ref:\_00Dt0GzXt.\_500t0BsHAN:ref <u>Email Created Date</u>: 10/2/2018 9:13:05 AM

### Email Text Version:

Initial Submission of a Consumer Complaint

Please Respond Within 10 Business Days

CASE ID: 00230034 COMPANY: CUSTOMER: ADDRESS: , , SERVICE ADDRESS: SERVICE ADDRESS: SERVICE ACCOUNT NUMBER: NIQ:

\*\*\*To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!\*\*\*

DESCRIPTION OF ISSUE:

The customer currently has an open investigation regarding a supplier. Please provide copies of the past 12 months bills.

Sincerely,

Leah Lehman

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it. ref:\_00Dt0GzXt.\_500t0BsHAN:ref Email Created Date: 10/2/2018 9:31:15 AM

Email Text Version: October 2, 2018

Good Morning Leah,

Please provide copies of the past 12 months bills. Please see attached.

Michelle [Description: Description: DPL\_header\_logo.jpg] Michelle Potter Customer Billing & Revenue Support PUCO & Reliability 937-331-3918 local | 800-253-5795 toll free

1900 Dryden Rd. | Dayton, Ohio 45439

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us] Sent: Tuesday, October 02, 2018 9:14 AM To: DPL PUCO / OCC <puco.occ@aes.com> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00230034 [ ref: 00Dt0GzXt.\_500t0BsHAN:ref ]

[https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t000000Dt3q&oid=00Dt0 000000GzXt]

Initial Submission of a Consumer Complaint Please Respond Within 10 Business Days

CASE ID: 00230034

COMPANY:	
CUSTOMER:	
ADDRESS: , ,	
SERVICE ADDRESS:	Waynesville, Ohio 45068
AIQ: Verde Energy USA Ohio LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

\*\*\*To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!\*\*\*

### DESCRIPTION OF ISSUE:

The customer currently has an open investigation regarding a supplier. Please provide copies of the past 12 months bills.

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fw ww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C8e4ed0515e ef403fed9408d6286a99ee%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636740836 535692305&sdata=GYNZgd3azXug2V5yyjZHVuqGjySW3vRLFS%2BYEjWDIP4%3D&reserved=0>

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

[http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t 0000002r3Y1]

ref:\_00Dt0GzXt.\_500t0BsHAN:ref Email Created Date: 10/9/2018 8:27:03 AM

Email Text Version: PUBLIC UTILITIES COMMISSION OF OHIO Second Request for Information Regarding the Initial Submission of a Consumer Complaint

Please Respond Within 3 Days

CASE ID: 00230034	
COMPANY:	
CUSTOMER:	
ADDRESS:	
Waynesville, Ohio 45068	
SERVICE ADDRESS:	Waynesville, Ohio 45068
AIQ: Verde Energy USA Ohio LLC	
SERVICE ACCOUNT NUMBER:	
NIQ: NIQ:	

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)\*\*\*

**DESCRIPTION OF ISSUE:** 

An initial complaint was sent to you on October 2. Please review the customer's concerns and respond within three business days.

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00230034

COMPANY:

CUSTOMER:	
ADDRESS:	Waynesville, Ohio 45068
SERVICE ADDRESS	Waynesville, Ohio 45068
AIQ: Verde Energy USA Ohio LLC	
SERVICE ACCOUNT NUMBER:	

NIQ:

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)\*\*\*

### **DESCRIPTION OF ISSUE:**

Mr. **Exercise** states that he was switched to Verde Energy without his authorization. He states DPL advised there was no authorization sent from Verde and no aggregation submission, but he has been with Verde since May. He states Verde was charging him \$0.19/kwh. He cancelled Verde, but he received 4 billing cycles of service with the company. He states his bills prior to Verde were around \$120 and now he owes over \$1100 and keeps getting calls from Verde stating he owes over \$700.

1. How and when was the customer solicited?

2. What was the agreed upon rate and for how long?

3. When were the start service and stop service dates?

4. Did the customer receive an early termination fee? If so, how much is the early termination fee?

5. Please provide a copy of the sales call, TPV, welcome letter with terms and conditions, and any other documentation relevant to the case.

Sincerely,

Leah Lehman

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

**Customer Service Investigator** 

(800) 686-PUCO (7826)

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ref:\_00Dt0GzXt.\_500t0BsHAN:ref

### Email Created Date: 10/12/2018 5:50:26 PM

### Email Text Version:

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00230034.

Thank you for bringing **concerned on the second sec** 

Additionally, he states he cancelled Verde but received 4 billing cycles of service with higher bills. Lastly, he states he keeps getting calls saying he owes over \$700 from Verde.

Investigative Results:

• On 10/27/2017, **Control of the second seco** 

• On 11/1/2017, the Welcome Letter was sent. (Letter Attached)

- On 11/28/2017, the electric service became active with National Gas and Electric.
- On 1/14/2018, a Contract Expiration Notice was sent. (Letter Attached)

• On 2/27/2018, based on the terms agreed upon the contract expired and defaulted to a variable month-to-month rate.

• On 3/14/2018, a reassignment letter was sent advising the electric service would be transitioning to Verde.

• On 6/1/2018, the electric service became active with Verde at a variable month-to-month rate.

• On 8/9/2018, Mr. Contacted Verde and requested to cancel the service. The Verde agent offered him a lower rate of 0.0799/kWh but Mr. Contacted the offer. As such, the Verde agent submitted the cancellation request.

• On 8/29/2018, the electric service terminated with Verdea

• On 10/9/2018, Verde received PUCO Complaint No. 00230034.

### Outcome:

Verde would like to apologize for any inconvenience that the customer may have experienced.

Please be advised that Mr. **Example** electric service was assigned to Verde and not solicited or directly enrolled. In as much, we'd like to confirm per the attached reassignment letter sent on 3/14/2018 that **Example** was made aware that the electric service would be transitioning to Verde. As such, due to no objections from Mr. **Example** the electric service took effect with Verde on 6/1/2018.

Additionally, please be advised that Mr. **Exercise** was assessed a variable month-to-month rate with Verde due to the electric service being on a variable month-to month rate with National Gas and Electric prior to the reassignment. For this reason, Mr. **Exercise** account does not warrant any credits or adjustments as he has been billed accordingly.

Please let me know if you have any additional questions or concerns regarding this matter.

Kindest Regards,

[https://www.sparkenergy.com/SignatureImages/verdeusa.png]
April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@verdeenergy.com<mailto:alusk@verdeenergy.com>

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us> Sent: Tuesday, October 09, 2018 7:27 AM To: Regulatory <regulatory@sparkenergy.com> Subject: [EXTERNAL] RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00230034 [ ref:\_00Dt0GzXt.\_500t0BsHAN:ref]

[https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t000000Dt3q&oid=00Dt0 000000GzXt]

PUBLIC UTILITIES COMMISSION OF OHIO Second Request for Information Regarding the Initial Submission of a Consumer Complaint

Please Respond Within 3 Days

CASE ID: 00230034 COMPANY:

CUSTOMER:	
Waynesville, Ohio 45068	
SERVICE ADDRESS:	Waynesville, Ohio 45068
AIQ: Verde Energy USA Ohio LLC	
SERVICE ACCOUNT NUMBER:	
NIQ: NIQ:	

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DESCRIPTION OF ISSUE:

An initial complaint was sent to you on October 2. Please review the customer's concerns and respond within three business days.

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fw ww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C59999becfd 884c0086bb08d6308c3701%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636749778 156445363&sdata=C01J9Ni%2Bqk00BBRaAiWpcXzKUxSJJ1cquwH7qEP6QcA%3D&reserved=0>

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

------ Original Message ------From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us] Sent: 10/2/2018 9:12 AM To: regulatory@sparkenergy.com<mailto:regulatory@sparkenergy.com> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00230034 [ ref:\_00Dt0GzXt.\_500t0BsHAN:ref]

[https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t000000Dt3q&oid=00Dt0 000000GzXt]

Initial Submission of a Consumer Complaint Provider of Electric Please Respond Within 3 Business Days

CASE ID: 00230034	
COMPANY:	
CUSTOMER:	
ADDRESS:	Waynesville, Ohio 45068
SERVICE ADDRESS:	Waynesville, Ohio 45068
AIQ: Verde Energy USA Ohio LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

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### **DESCRIPTION OF ISSUE:**

Mr. **Extended** states that he was switched to Verde Energy without his authorization. He states DPL advised there was no authorization sent from Verde and no aggregation submission, but he has been with Verde since May. He states Verde was charging him \$0.19/kwh. He cancelled Verde, but he received 4 billing cycles of service with the company. He states his bills prior to Verde were around \$120 and now he owes over \$1100 and keeps getting calls from Verde stating he owes over \$700.

- 1. How and when was the customer solicited?
- 2. What was the agreed upon rate and for how long?
- 3. When were the start service and stop service dates?

4. Did the customer receive an early termination fee? If so, how much is the early termination fee?

5. Please provide a copy of the sales call, TPV, welcome letter with terms and conditions, and any other documentation relevant to the case.

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fw ww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C59999becfd 884c0086bb08d6308c3701%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636749778 156455377&sdata=8upSUtyiZZNU%2BtBxCaX9iFSwLCKr3sJPkYi9q2pmAsl%3D&reserved=0>

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## **Case Images**

Created Date	Images	
10/2/2018 9:31:15 AM	0	2



The due date indicated above applies to your current bill. Your past due charges may result in a deposit being charged (if a deposit does not currently exist) and are subject to collection activity which could result in disconnection of service.

Account Number	
Due Date	
Amount Due	

10/19/2018 \$985.07 Page 1 of 2

Monthly Account Summary	Mail Date: 09/28/2018
Previous Balance	\$1,087.57
09/19/2018 Payment - Thank Yo	u -186.00
Late Payment Charge	2.85
Amount Past Due	904.42
Miscellaneous Services	-102.24
Delivery Total Billed This Month	88.67
Supply Total Billed This Month	94.22
Total Account Balance	\$985.07

Service A/	ddress: 🔳			VVAYN	<b>IESVL OH 45</b>	068			Neyt Re	aning	n Datı	e• 10/	29/201A
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SEP 2017 OC	T NOV DI	C JAN	FEB MAR	APR I	AAY JUN JU	L AUG SE	P 2018						
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Service	Use	From	То	Days	Previous	Current	Multiplie	er Usa	nge F	Rate	Rate	Descript	ion
lectric	Actual	08/29/18	09/26/18	28	23076	24799	1	1,7	•	111		tential	
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DR	Please detach and	977-4ÖUTÁGE 977-468-8243 return only this j	E portion with you		dpandi. e payable to Dayton	Com Power & Light C AC	ompany COUNT NUR 4.42 BALAN		(800) 433-		Service	e	
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Apply Deposit Deposit Interest **TOTAL** 

### Message Center

Important! Your pay agreement has expired due to a change in your account balance. Please call DP&L to set up a new pay agreement based on your current account balance.

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Due to your change in electric suppliers, your current deposit for electric distribution has been applied to this bill. If your credit history requires continued security, a new deposit for distribution, generation and transmission has been assessed based on your current usage. A guarantor may be accepted in lieu of a cash deposit.

Your past due electric supplier charges from Verde Energy USA Ohio, LLC, 101 Merritt 7, 2nd Fl, Norwalk, CT, 06851; 800-388-3862, are \$711.34. Your bill account number with your supplier is

### **Price-to-Compare Message**

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.5 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

### **DP&L Delivery Charges**

Customer Charge Other Delivery Charges	4.25 84.42
DP&L DELIVERY TOTAL	\$88.67
Supply Charges	
SUPPLY TOTAL	\$94.22

The Dayton Power and Light Company

### For informational purposes only

Renewable Energy Programs	\$1.33
Energy Efficiency Programs	\$3.91
Peak Demand Programs	\$0.55

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save. Page 2 of 2

-100.00

-2.24 **\$102.24-**



Customer Service Hour	S	Explanation of Billing	Terms		
Call Us	8 a.m. to 5 p.m. Monday - Friday	Actual Reading	A reading taken from your meter.		
Contact Numbers	Closed weekends	Delivery Charge	Utility charges assessed to all customers associated with equipment used to bring		
Customer Service	937-331-3900 (Local) 800-433-8500 (Toll Free)		power to your home or business, billing and customer services and Ohio energy efficiency related programs.		
Outages (available 24/7)	877-40UTAGE 877-468-8243	Estimated Reading (E)	On the months we do not read your meter, we calculate your bill based on past usage. Adjustments may be needed later when we take an actual meter reading. If you would like to read your meter to avoid estimated bills, call the account information number or the front of the bill with your meter reading.		
"Call Before You Dig"	800-362-2764				
Hearing Impaired	800-750-0750 (TDD/TTY Phone)				
Accessibility Options	For enlarged bills, braille bills or Spanish- speaking operator: call 800-433-8500				
Payment Options		Kilowatt Hour (kWh)	The unit of measure for electricity. For		
Pay Online	Visit dpandl.com		example, you use one kilowatt hour of electricity to light a 100-watt bulb for		
By Phone Using Kubra	888-978-0827 (Bank Account Payments) 888-978-0828 (Credit/Debit Card Payments)		10 hours.		
EZ-Pay™ 24 Hours a Day		Late Payment Charge	A 1-1/2% late charge added to the overdue		
Payment Drop Box	1900 Dryden Road Dayton, OH 45439		amount if you do not pay your bill by the due date for prompt payment.		
Pay Agent Locations	Visit dpandl.com	PIPP PLUS	Percentage of Income Payment Plan		
Payments Without Stub or Billing Inquiries	PO Box 1247 Dayton, OH 45401-1247	Supply Charge	Charge associated with the generation of electricity including market-based transmission and ancillary services.		

### Additional Information

If your complaint is not resolved after you have called Dayton Power and Light and/or your supplier, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays or at puco.ohio.gov. Hearing or speech-impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service).

The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays or at pickocc.org.

Abbreviations	6	
P - Poles	L - Lamps	* - Adjustment
S-Spans	HEAP - Home Ener	rgy Assistance Program

S-Spans

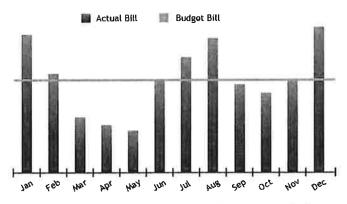
To report or get more information about a power outage, call 877-4outage (877-468-8243) or report via web or smartphone at dpandl.com/report. You'll use the phone number on your account or your account number to report.

Pay your bill over the phone or online with Kubra EZ-Pay™ 24 hours a day, 7 days a week. Kubra assesses a small service fee for credit and debit card payments (Visa, Mastercard or Discover). Free payments can be made using your checking or savings account. Visit dpandl.com or call 888-978-0827 to pay by checking/savings account, 888-978-0828 to pay by credit or debit card.

### **Budget Billing**

### Plan ahead with DP&L Budget Billing

Get rid of summer and winter peaks in your bill and gain the stability of paying the same amount each month.



Your unique budget bill amount is based on your location's historical usage and is periodically adjusted to reflect abnormal weather patterns or changes in your usage patterns.

### How does my bill change when I sign up for Budget Billing? Delivery Total Billed This Month 80.22

Your budget bill will have a new "Budget Summary" section. It shows the amount due on your current statement. Be sure to check the Total

Amount Due	\$179.00		
DP&L Budget Amount Due	179.00		
Budget Summary			
Total Account Balance	\$185.15		
Supply Total Billed This Month	104.93		

Account Balance throughout the year to know if you'll receive a credit or have a balance due when your budget bill accounts are reviewed.



### When does my budget bill amount change?



Budget bill amounts for all customers are reviewed every August and after the winter season. If necessary, the budget amount

is corrected after the winter season to avoid a large annual adjustment in August.

You will pay the budget bill amount on your bill starting in September and in the following months through July. Your August bill will reflect any difference between what you paid on budget bill and what your bill would have been.

# What do I need to know about signing up for Budget Billing?

We recommend that you have 12 months of usage history at your location prior to signing up for Budget Billing. However, you may sign up at any time. The only requirement is that you are current on your payment and the location has at least 6 months of usage history.

### Ready to sign up?

Sign up in minutes by visiting dpandl.com/budget or by using our automated phone system. Call 800-433-8500 and select 2 for Billing and Payments.



# **Right Tree, Right Place**

### DP&L's Right Tree, Right Place Program

With the fall planting season just beginning, planning is important. People often plant trees without thinking about how large they will grow once they mature. It's difficult to imagine that the six- or eight-foot tree you plant today could grow as tall as 80 or 100 feet over time.

DP&L's Right Tree, Right Place program can help you select a tree that is appropriate for the area you're considering. Keep in mind three tips on how to plant the right tree in the right place to prevent the tree from growing into overhead power lines.

For more information about the Right Tree, Right Place program, visit our website at dpandl.com/righttree.





Customer Service 800-433-8500

Visit Us Online dpandl.com



The Dayton Power and Light Company dpandl.com

WAY NESVL OF 4505

The due date indicated above applies to your current bill. Your past due charges may result in a deposit being charged (if a deposit does not currently exist) and are subject to collection activity which could result in disconnection of service.

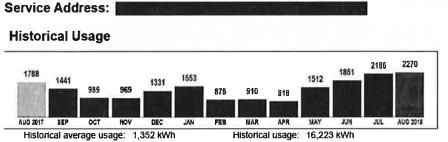
Due Date	09/25/2018
Amount Due	\$1,087.57
	Page 1 of 2
Monthly Account Summary	Mail Date: 09/04/2018
Previous Balance	\$770.49
08/07/2018 Payment - Thank Y	ou -236.49
Late Payment Charge	1.69
Amount Past Due	535.69
Delivery Total Billed This Month	114.86

Account Number

Supply Total Billed This Month

**Total Account Balance** 

**Metered and Other Services** 



**Next Reading Date:** 09/26/2018

437.02

\$1,087.57

Billing	Average	Tempe	rature
Period	Daily kWh	Avg High	Avg Low
Same Period Last Year	54.2	80°	62°
Previous Period	72.9	64°	66°
Current Period	68.8	82°	66°

					Usa	ge Detail				
	Meter	Billing	Period	Billing	Meter F	Reading				
Service	Use	From	То	Days	Previous	Current	Multiplier	Usage	Rate	<b>Rate Description</b>
Electric	Actual	07/27/18	08/29/18	33	20806	23076	1	2,270	711	Residential



Emergency Service 877-40UTAGE 877-468-8243



Online Anytime dpandi.com



**DP&L Customer Service** (800) 433-8500

Please detach and return only this portion with your check made payable to Dayton Power & Light Company



WAYNESVL OH 45068

The Dayton Power and Light Company dpandl.com

Account Number \$535.69 BALANCE FORWARD		
PROMPT AMOUNT pay by 09/25/2018	\$1,087.57	
LATE AMOUNT pay after 09/25/2018	\$1,091.01	
Amount Enclosed	\$	

Amount Enclosed

լինիսիվիլիներինում։ (իկիլիստենինիներիներիներիներինինին)

DAYTON POWER AND LIGHT COMPANY PO BOX 740598 CINCINNATI, OH 45274-0598

431.07

437.02

### **Message Center**

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

As part of Ohio's Electric Choice Program, your electric supply is provided by Verde Energy USA Ohio, LLC, 101 Merritt 7, 2nd FI, Norwalk, CT 06851; (800) 388-3862. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is

Your past due electric supplier charges are \$421.07.

This bill includes your final charges for Verde Energy USA Ohio, LLC. Please pay your supplier charges in full by the due date shown above.

### **Price-to-Compare Message**

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.4 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

DP&L Delivery	v Charges	
---------------	-----------	--

ENERGY CHARGE: 2270.00 KH @ 0.189900000

Total

Customer Charge Other Delivery Charges	4.25 110.61
DP&L DELIVERY TOTAL	\$114.86
Supply Charges	

SUPPLY TOTAL	veral energy and	\$437.02
Verde Energy USA Ohio Period: From Jul 27, 201		Phone: 800-388-3862
ENERGY CHARGE: 0.0	0 @ 5.950000000	5.95

### For informational purposes only

Renewable Energy Programs	\$1.75
Energy Efficiency Programs	\$5.15
Peak Demand Programs	\$0.73

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



Customer Service Hour	'S	Explanation of Billing Terms			
Call Us	8 a.m. to 5 p.m. Monday - Friday	Actual Reading	A reading taken from your meter.		
Contact Numbers	Closed weekends Contact Numbers		Utility charges assessed to all customers associated with equipment used to bring		
Customer Service	937-331-3900 (Local) 800-433-8500 (Toll Free)		power to your home or business, billing and customer services and Ohio energy efficiency related programs.		
Outages (available 24/7)	877-40UTAGE 877-468-8243	Estimated Reading (E)	On the months we do not read your meter, we calculate your bill based on past usage.		
"Call Before You Dig"	800-362-2764		Adjustments may be needed later when we		
Hearing Impaired	800-750-0750 (TDD/TTY Phone)		take an actual meter reading, If you would like to read your meter to avoid estimated		
Accessibility Options	tions For enlarged bills, braille bills or Spanish- speaking operator: call 800-433-8500		bills, call the account information number on the front of the bill with your meter reading.		
Payment Options		Kilowatt Hour (kWh)	The unit of measure for electricity. For		
Pay Online	Visit dpandl.com		example, you use one kilowatt hour of electricity to light a 100-watt bulb for		
By Phone Using Kubra EZ-Pay™ 24 Hours a Day	888-978-0827 (Bank Account Payments) 888-978-0828 (Credit/Debit Card Payments)		10 hours.		
	· · · · ·	Late Payment Charge	A 1-1/2% late charge added to the overdue		
Payment Drop Box	1900 Dryden Road Dayton, OH 45439		amount if you do not pay your bill by the d date for prompt payment.		
Pay Agent Locations	Visit dpandl.com	PIPP PLUS	Percentage of Income Payment Plan		
Payments Without Stub or Billing Inquiries	PO Box 1247 Dayton, OH 45401-1247	Supply Charge	Charge associated with the generation of electricity including market-based transmission and ancillary services.		

### Additional Information

If your complaint is not resolved after you have called Dayton Power and Light and/or your supplier, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays or at puco.ohio.gov. Hearing or speech-impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service).

The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays or at pickocc.org.

\* - Adjustment

### Abbreviations

P - Poles L - Lamps HEAP - Home Energy Assistance Program S-Spans

To report or get more information about a power outage, call 877-4outage (877-468-8243) or report via web or smartphone at dpandl.com/report. You'll use the phone number on your account or your account number to report.

Pay your bill over the phone or online with Kubra EZ-Pay™ 24 hours a day, 7 days a week. Kubra assesses a small service fee for credit and debit card payments (Visa, Mastercard or Discover). Free payments can be made using your checking or savings account. Visit dpandl.com or call 888-978-0827 to pay by checking/savings account, 888-978-0828 to pay by credit or debit card.

### Think Safety - It's Back to School Time

Back to school means buses will be out and traffic will be slowed. Students will be walking as well as riding bikes, and busy parents will be dropping their children off at school. It is a good time to slow down, pay attention and watch out for these added driving challenges:



If you are a parent dropping a child off at school, follow these school zone rules:

- Don't double park. It blocks visibility for other children and vehicles.
- Don't load or unload children across the street from the school.
- Carpool to reduce the number of vehicles at school.

# If you are driving in or near a school zone, pay attention to these tips to help keep students safe:

- Don't block the crosswalk when stopped at a red light or waiting to make a turn, forcing pedestrians to go around you. This could put them in the path of moving traffic.
- In a school zone, when flashers are blinking, stop and yield to pedestrians crossing the crosswalk or intersection.
- Always stop for a school patrol officer or crossing guard holding up a stop sign.
- Take extra care to look out for children in school zones, near playgrounds and parks, and in all residential areas.

# Look out for school buses and bicyclists. For more information and safety tips, visit the National Safety Council at nsc.org.

### Protecting Your Personal Account Information

Dayton Power & Light is required to include your name, address and usage information on a list of eligible customers that is made available to other electric service providers:

### You can remove your name from this list by:

- Visiting: DP&L's website at www.dpandl.com/removename
- Calling: DP&L at 800-433-8500
- Writing: DP&L's Customer Solutions Center P.O. Box 1247 Dayton, OH 45401-1247

Requesting to be excluded from this list will not prevent information from being provided to governmental aggregators.

If you have already contacted DP&L to remove your name, you do not need to do so a second time. Removing your name from this list does not restrict your ability to choose a different provider.

If you previously decided not to be included on the list and would like to reverse that decision, please call or write us at the phone number or address on the left.

DP&L will continue to maintain and repair poles and wires in your area, read your meter monthly and, if your power should go out, you will continue to call DP&L.

### Summer Severe Weather Awareness

Severe weather can happen anytime. In Ohio, severe summer weather may bring thunderstorms, high winds, lightning strikes and tornadoes. DP&L urges customers to prepare, plan, respond and stay safe with these simple but important tips:

- Be prepared each home needs an emergency storm kit with batteries, food, water, cash, flashlight, medications, car charger, a battery-operated radio, candles and blankets.
- Plan for an outage unplug electronics before a storm hits. Have a back-up plan if your special medical care requires electricity.
- Respond during an outage report your outage at 877-40UTAGE (877-468-8243) or online at dpandl.com/outage. Track your outage status on DP&L's new outage map.
- Stay safe alert DP&L to downed lines and keep everyone away. DP&L crews will work quickly and safely to restore your power.

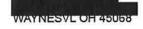




Visit Us Online dpandl.com



The Dayton Power and Light Company dpandl.com



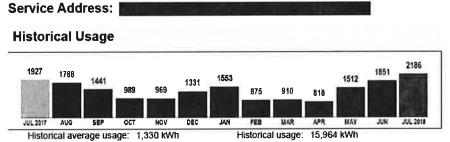
The due date indicated above applies to your current bill. Your past due charges may result in a deposit being charged (if a deposit does not currently exist) and are subject to collection activity which could result in disconnection of service.

Account Number
Due Date
Amount Due

08/22/2018 \$770.49 Page 1 of 2

Monthly Account Summary	Mail Date: 08/01/2018
Previous Balance	\$530.95
07/25/2018 Payment - Thank Ye	ou -295.00
Late Payment Charge	2.60
Amount Past Due	238.55
Delivery Total Billed This Month	110.87
Supply Total Billed This Month	421.07
Total Account Balance	\$770.49

### **Metered and Other Services**



**Next Reading Date:** 08/29/2018

Billing	Average	Tempe	Temperature		
Period	Daily kWh	Avg High	Avg Low		
Same Period Last Year	66.4	83°	66"		
Previous Period	63.8	81°	65°		
Current Period	72,9	84°	66°		

Usage Detail

	Meter	Billing	Period	Billing	Meter F	Reading					
Service	Use	From	То	Days	Previous	Current	Multiplier	Usage	Rate	<b>Rate Description</b>	
Electric	Actual	06/27/18	07/27/18	30	18620	20806	1	2,186	711	Residential	



Emergency Service 877-40UTAGE 877-468-8243



**Online Anytime** dpandl.com



**DP&L Customer Service** (800) 433-8500

Please detach and return only this portion with your check made payable to Dayton Power & Light Company



The Dayton Power and Light Company dpandl.com

Account Number \$238.55 BALANCE FORWARD	
PROMPT AMOUNT pay by 08/22/2018	\$770.49
LATE AMOUNT pay after 08/22/2018	\$772.19
Amount Enclosed \$	

Amount Enclosed



DAYTON POWER AND LIGHT COMPANY PO BOX 740598

CINCINNATI, OH 45274-0598



A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

As part of Ohio's Electric Choice Program, your electric supply is provided by Verde Energy USA Ohio, LLC, 101 Merritt 7, 2nd FI, Norwalk, CT 06851; (800) 388-3862. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is

Your past due electric supplier charges are \$235.95.

421.07

### **Price-to-Compare Message**

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.4 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio' website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

### DP&L Delivery Charges

Customer Charge	4.25
Other Delivery Charges	106.62
DP&L DELIVERY TOTAL	\$110.87

### **Supply Charges**

Total

SUPPLY TOTAL	enderenergy of	\$421.07
Verde Energy USA Ohio, Period: From Jun 27, 201		Phone: 800-388-3862
ENERGY CHARGE: 0.0	0 @ 5.950000000	5.95
ENERGY CHARGE: 218	6.00 KH @ 0.189900	0000 415.12

### For informational purposes only

Renewable Energy Programs	\$1.68
Energy Efficiency Programs	\$4.96
Peak Demand Programs	\$0.70

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



Customer Service Hour	s' i la la serie de la serie	Explanation of Billing	Terms	
Call Us	8 a.m. to 5 p.m. Monday - Friday	Actual Reading	A reading taken from your meter.	
Closed weekends Contact Numbers		Delivery Charge	Utility charges assessed to all customers associated with equipment used to bring	
Customer Service	937-331-3900 (Local) 800-433-8500 (Toll Free)		power to your home or business, billing and customer services and Ohio energy efficiency related programs.	
Outages (available 24/7)	877-40UTAGE 877-468-8243	Estimated Reading (E)	On the months we do not read your meter, we calculate your bill based on past usage.	
"Call Before You Dig"	800-362-2764		Adjustments may be needed later when we	
Hearing Impaired	800-750-0750 (TDD/TTY Phone)		take an actual meter reading. If you would like to read your meter to avoid estimated bills, call the account information number on the front of the bill with your meter reading.	
Accessibility Options	For enlarged bills, braille bills or Spanish- speaking operator: call 800-433-8500			
Payment Options		Kilowatt Hour (kWh)	The unit of measure for electricity. For	
Pay Online	Visit dpandl.com		example, you use one kilowatt hour of electricity to light a 100-watt bulb for	
By Phone Using Kubra EZ-Pay™ 24 Hours a Day	888-978-0827 (Bank Account Payments) 888-978-0828 (Credit/Debit Card Payments)		10 hours.	
		Late Payment Charge	A 1-1/2% late charge added to the overde	
Payment Drop Box	1900 Dryden Road Dayton, OH 45439		amount if you do not pay your bill by the due date for prompt payment.	
Pay Agent Locations	Visit dpandl.com	PIPP PLUS	Percentage of Income Payment Plan	
Payments Without Stub or Billing Inquiries	PO Box 1247 Dayton, OH 45401-1247	Supply Charge	Charge associated with the generation of electricity including market-based transmission and ancillary services.	

### **Additional Information**

If your complaint is not resolved after you have called Dayton Power and Light and/or your supplier, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays or at puco.ohio.gov. Hearing or speech-impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service).

The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays or at pickocc.org.

### Abbreviations

 P - Poles
 L - Lamps
 \* - Adjustment

 S-Spans
 HEAP - Home Energy Assistance Program

To report or get more information about a power outage, call 877-4outage (877-468-8243) or report via web or smartphone at dpandl.com/report. You'll use the phone number on your account or your account number to report.

Pay your bill over the phone or online with Kubra EZ-Pay™ 24 hours a day, 7 days a week. Kubra assesses a small service fee for credit and debit card payments (Visa, Mastercard or Discover). Free payments can be made using your checking or savings account. Visit dpandl.com or call 888-978-0827 to pay by checking/savings account, 888-978-0828 to pay by credit or debit card.

# Planning to Move Soon?

Moving season is in full swing and DP&L expects to complete 120,000 service requests this year. DP&L wants to help make your move as seamless as possible. Below are answers to three common questions to give you a head start on planning.



### 1. How can I place my moving service request?

You can request to transfer or stop service online or over the phone by calling 800 433-8500 and selecting option 3. DP&L recently introduced new online moving forms to make the process easy. All residential customers can access the forms – simply sign into MyDP&L or provide your account number and zip code to begin. Visit dpandl.com/move to get started.



### 2. How far in advance should I place my moving request?

We recommend placing your service request at least 3 business days before your start service date. If you place your request online, you will receive an email confirmation when your order is processed.



### 3. What information will I need to start my application?

Since you're already a DP&L customer, we just need the information related to your request, no personal information is required:

- > Your new address
- Dates to start/stop service
- Mailing address
- > Contact phone number and email address

Do you have additional questions? DP&L's Moving Center has answers! Visit **dpandl.com/move** for more information.

# Tips to Save on Summer Cooling Bills

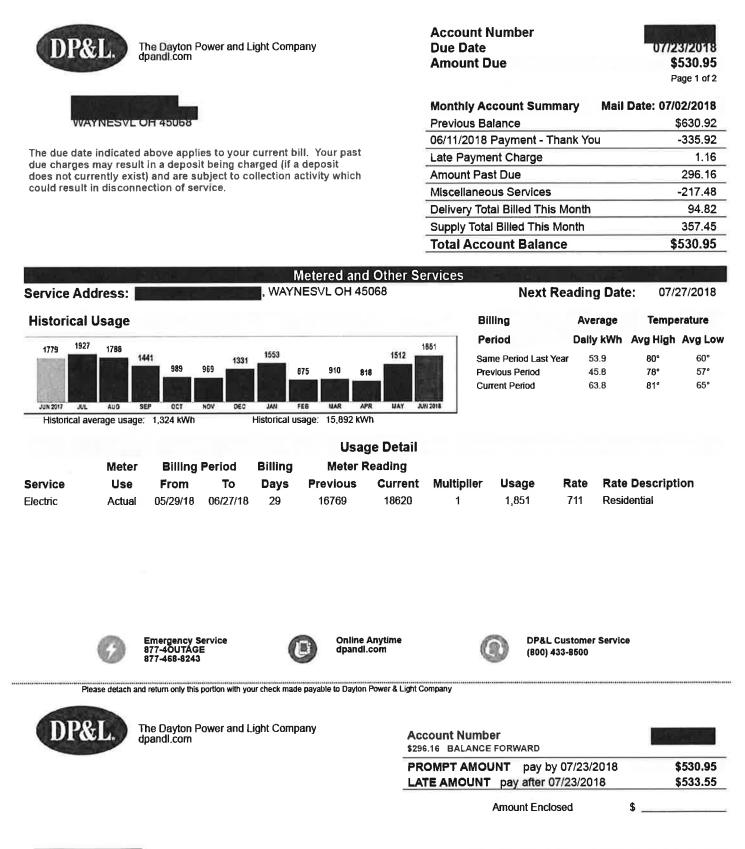
When the hot summer sun heats your home, you can keep cool without energy costs rising as high as the heat index. And, since heating and cooling account for more than half of your overall energy bill, these money saving tips can help lower your electric bill.

- Upgrade your old system to a new, efficient model.
   A new system can save you \$150 or more a year in energy costs. DP&L even offers great rebates on new systems – without any paperwork. Visit savewithdpl.com for details.
- Don't set the thermostat lower than you actually want it, even if you're trying to cool your home quickly. It won't cool your home any faster, and it runs your system longer than necessary.
- Run ceiling fans counter-clockwise during hot months. While standing directly under a ceiling fan, you should feel a cool breeze.
- Wait until later in the evening to use heat-producing appliances, like the oven, clothes dryer and dishwasher. Many dryers and dishwashers have timers you can set so they turn on hours later.

Visit dpandl.com/energytips for more tips to save energy and money.



Visit Us Online dpandl.com



WAYNESVL OF 45058

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DAYTON POWER AND LIGHT COMPANY PO BOX 740598 CINCINNATI, OH 45274-0598

### **Miscellaneous Services**

Bal Sent To Past Supplier **TOTAL** 

### **Message Center**

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

An annual adjustment to the Transmission Cost Recovery Rider Non-Bypassable, which was approved by the PUCO in Case No. 18-447-EL-RDR is included in your bill. The change is effective June 1, 2018 and results in a \$0.12 increase for a residential customer using 1,000 kWh per month.

As part of Ohio's Electric Choice Program, your electric supply is provided by Verde Energy USA Ohio, LLC, 101 Merritt 7, 2nd FI, Norwalk, CT 06851; (800) 388-3862. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is

The \$217.48 shown in "Bal Sent To Past Supplier" reflects unpaid charges of your previous supplier. Please remit payments directly to National Gas & Electric, 12140 Wickchester Lane Ste 100 Houston, TX 77079.

Your total electric supplier charges are \$357.45.

### **Price-to-Compare Message**

DP&L Delivery Charges

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.4 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

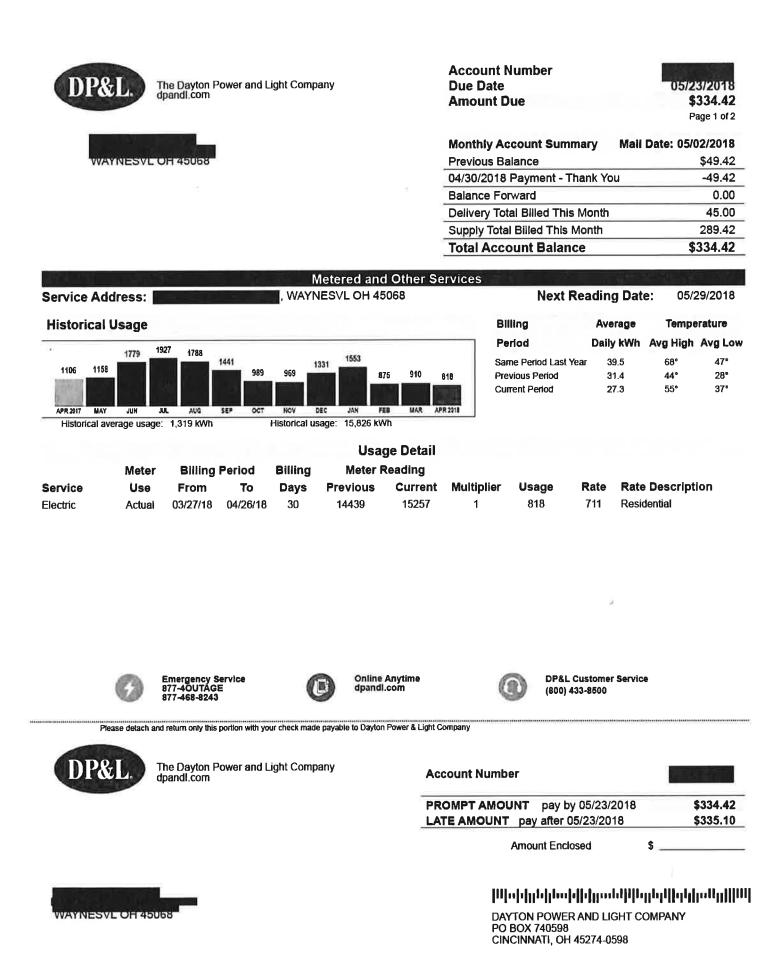
Di de Denvery Onarg	03	
Customer Charge Other Delivery Charges		4.25 90.57
DP&L DELIVERY TOTAL		\$94.82
Supply Charges		
SUPPLY TOTAL	e deenergy	\$357.45
Verde Energy USA Ohio, L Period: From May 29, 2018		Phone: 800-388-3862
ENERGY CHARGE: 0.00	@ 5.950000000	5.95
ENERGY CHARGE: 1851.	00 KH @ 0.189900	000 351.50
Total		357.45

### For informational purposes only

	•	
Renewable Energy Programs		\$1.43
Energy Efficiency Programs		\$4.20
Peak Demand Programs		\$0.60

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save. Page 2 of 2

### -217\_48 -**\$217.48**



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### **Message Center**

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

Pursuant to the Commission's approval in Case No. 18-0374-EL-RDR, a semiannual adjustment to the Economic Development Rider (EDR) has been included on your bill. The rider supports economic development programs that retain and increase Ohio jobs. The change is effective May 1, 2018, and results in an increase of \$0.03 per month for residential customers using 1,000 kWh.

The PUCO adopted amendments to OAC Section 4901:1-10-34, which established a standardized market-based rate for the purchase of electricity from Qualifying Facilities. Based on the rule change, DP&L filed and received PUCO approval of its Cogeneration and Small Power Producer Tariff No. G11 in Case No. 17-2285-EL-ATA.

As part of Ohio's Electric Choice Program, your electric supply is provided by National Gas & Electric, 12140 Wickchester Lane Ste 100, Houston, TX 77079; (888) 442-0002. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is

Your total electric supplier charges are \$289.42.

### Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.4 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

### **DP&L** Delivery Charges

### Supply Charges

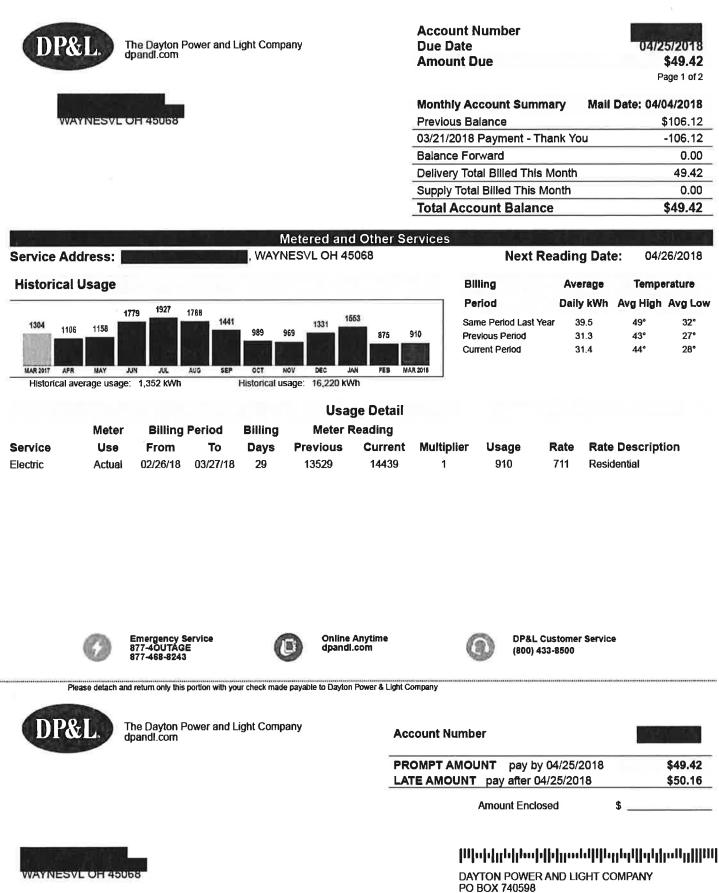
SUPPLY TOTAL	\$289.42
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National Gas & Electric Period: From Mar 27, 2018 To Apr 26, 2018	Phone: 888-442-0002
Monthly Charge @ 5.95	5.95
Commodity Charge 818 KWH @ 0.1399	114.44
Total	120,39
Period: From Feb 26, 2018 To Mar 27, 2018	
Monthly Charge @ 5.95	5.95
Commodity Charge 910.000 KWH @ 0.17920	163.08
Total	169.03
Supplier Total:	289.42

### For informational purposes only

Renewable Energy Programs	\$0.63
Energy Efficiency Programs	\$1.86
Peak Demand Programs	\$0.26

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



CINCINNATI, OH 45274-0598

### **Message Center**

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

As part of Ohio's Electric Choice Program, your electric supply is provided by National Gas & Electric, 12140 Wickchester Lane Ste 100, Houston, TX 77079; (888) 442-0002. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is

### Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.3 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

### DP&L Delivery Charges

Customer Charge	4.25
Other Delivery Charges	45.17
DP&L DELIVERY TOTAL	\$49.42

### Supply Charges

SUPPLY TOTAL \$0.00

 National Gas & Electric
 Phone: 888-442-0002

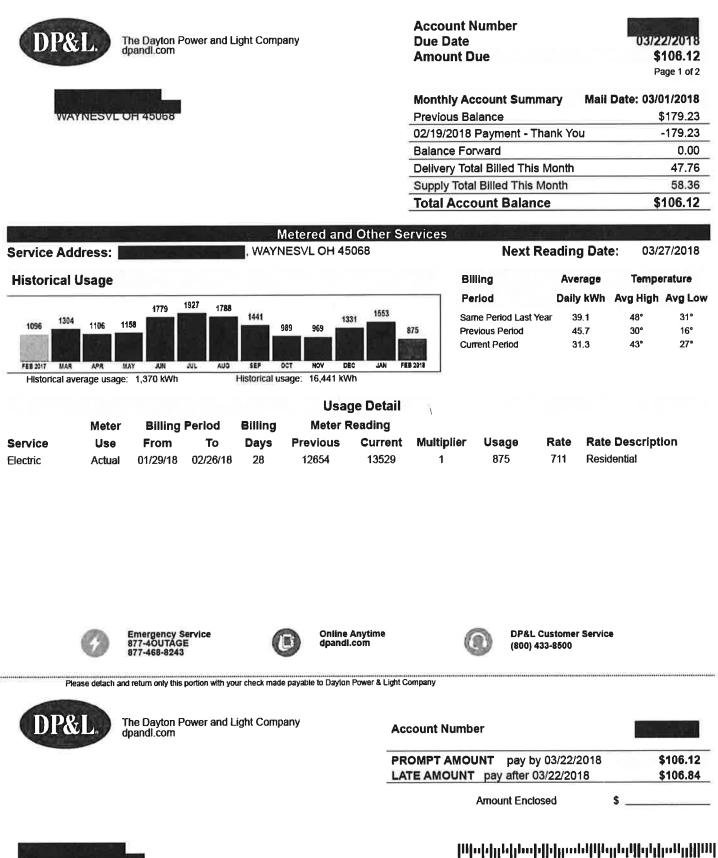
 NEW SUPPLIER CHARGES WERE NOT AVAILABLE AT

TIME OF BILLING.

### For informational purposes only

	-	
Renewable Energy Programs		\$0.70
Energy Efficiency Programs		\$2.07
Peak Demand Programs		\$0.29

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



WAYNESVL OH 45068

DAYTON POWER AND LIGHT COMPANY PO BOX 740598 CINCINNATI, OH 45274-0598

### **Message Center**

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

As part of Ohio's Electric Choice Program, your electric supply is provided by National Gas & Electric, 12140 Wickchester Lane Ste 100, Houston, TX 77079; (888) 442-0002. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is

Your total electric supplier charges are \$58.36.

### Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.4 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

# DP&L Delivery Charges 4.25 Customer Charge 43.51 Other Delivery Charges 43.51 DP&L DELIVERY TOTAL \$47.76 Supply Charges \$58.36 National Gas & Electric Phone: 888-442-0002 Period: From Jan 29, 2018 To Feb 26, 2018 Phone: 888-442-0002

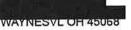
Monthly Charge @ 5.95	5.95
Commodity Charge 875 KWH @ 0.0599	52,41
Total	58.36

### For informational purposes only

Renewable Energy Programs	\$0.67
Energy Efficiency Programs	\$1.99
Peak Demand Programs	\$0.28

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save. DP&L.

The Dayton Power and Light Company dpandl.com



Account Number Due Date Amount Due

02/22/2018 \$179.23 Page 1 of 2

02/26/2018

Monthly Account Summary M	lail Date: 02/01/2018
Previous Balance	\$46.10
01/22/2018 Payment - Thank You	-46.10
Balance Forward	0.00
Delivery Total Billed This Month	80.26
Supply Total Billed This Month	98.97
Total Account Balance	\$179.23

**Next Reading Date:** 

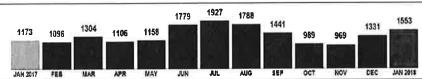
### Metered and Other Services

WAYNESVL OH 45068

Historical usage: 16,061 kWh

Service Address:

**Historical Usage** 



Billing	Average	Tempe	rature
Period	Daily kWh	Avg High	Avg Low
Same Period Last Year	37.8	42°	29°
Previous Period	47.5	41°	26°
Current Period	45.7	30°	16°

Historical average usage: 1,338 kWh

		<b>D</b> )))), a	Declard	Dilling		ge Detail				
Service	Meter Use	Billing From	Period To	Billing Days	Previous	Reading Current	Multiplier	Usage	Rate	Rate Description
Electric	Actual	12/26/17	01/29/18	34	11101	12654	1	1,553	711	Residential



Emergency Service 877-40UTAGE 877-468-8243



Online Anytime dpandl.com



DP&L Customer Service (800) 433-8500

Please detach and return only this portion with your check made payable to Dayton Power & Light Company



The Dayton Power and Light Company dpandl.com

Account Number	
PROMPT AMOUNT pay by 02/22/2018	\$179.23
LATE AMOUNT pay after 02/22/2018	\$180.43
Amount Enclosed	6

# իսիսիվորդինութիքի իրուննին գրելին կերելին հներ

DAYTON POWER AND LIGHT COMPANY PO BOX 740598 CINCINNATI, OH 45274-0598



# **Message Center**

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

Pursuant to state law, the Universal Service Fund (USF) rider rate has been adjusted effective with this bill. The change results in a decrease of \$0.67 per month for residential customers on standard service offer using 1000 kWh.

As part of Ohio's Electric Choice Program, your electric supply is provided by National Gas & Electric, 12140 Wickchester Lane Ste 100, Houston, TX 77079; (888) 442-0002. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is

Your total electric supplier charges are \$98.97.

# Price-to-Compare Message

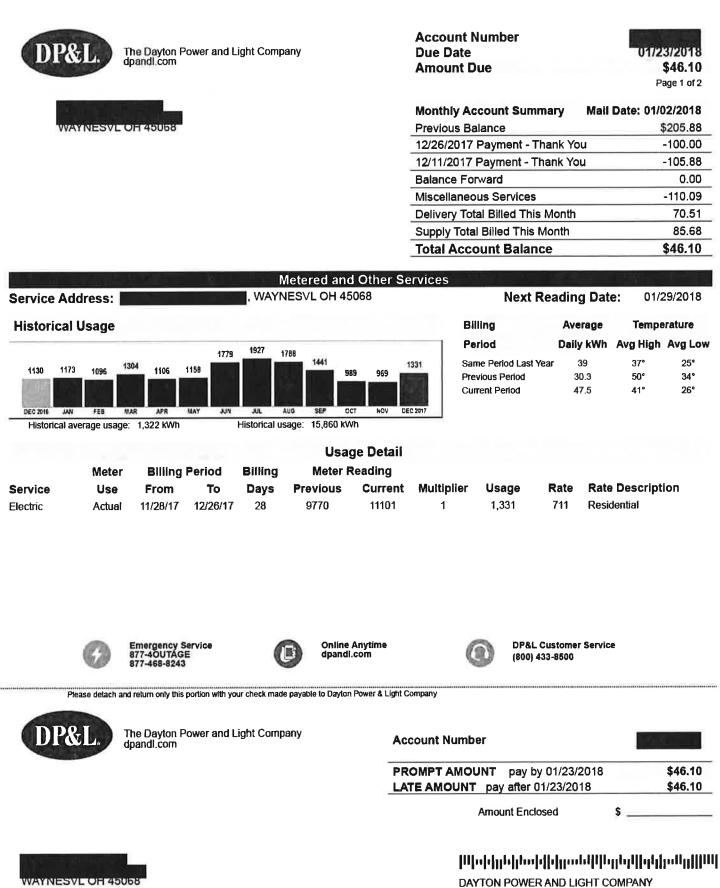
In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.2 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

DP&L Delivery Charges	
Customer Charge Other Delivery Charges	4.25 76.01
DP&L DELIVERY TOTAL	\$80.26
Supply Charges	
SUPPLY TOTAL	\$98.97
National Gas & Electric Period: From Dec 26, 2017 To Jan 29, 2018	Phone: 888-442-0002
Monthly Charge @ 5.95	5.95
Commodity Charge 1553 KWH @ 0.0599	93.02
Total	98.97

## For informational purposes only

Renewable Energy Programs	\$1.20
Energy Efficiency Programs	\$3,53
Peak Demand Programs	\$0.50

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



PO BOX 740598

CINCINNATI, OH 45274-0598

# **Miscellaneous Services**

Apply Deposit Deposit Interest TOTAL

# Message Center

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

For your convenience, the deposit amount above that was applied to your account may have been used to pay any outstanding supplier charges if your DP&L charges have been paid in full.

The Energy Efficiency Rider which is reviewed and adjusted on a periodic basis, has been changed effective December 1, 2017. This change results in a slight increase of \$0.05 on the total bill for a residential customer using 1,000 kWh per month.

As part of Ohio's Electric Choice Program, your electric supply is provided by National Gas & Electric, 12140 Wickchester Lane Ste 100, Houston, TX 77079; (888) 442-0002. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is

Interest on your security deposit has been applied as a credit to this bill.

Your total electric supplier charges are \$46.10.

# Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.2 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

# **DP&L Delivery Charges**

Customer Charge Other Delivery Charges	4.25 66.26
DP&L DELIVERY TOTAL	\$70.51
Supply Charges	*
SUPPLY TOTAL	\$85.68
National Gas & Electric Period: From Nov 28, 2017 To Dec 26, 2017	Phone: 888-442-0002
Monthly Charge @ 5.95	5.95
Commodity Charge 1331 KWH @ 0.0599	79.73

Total

# For informational purposes only

Renewable Energy Programs	\$1.03
Energy Efficiency Programs	\$3.02
Peak Demand Programs	\$0.43

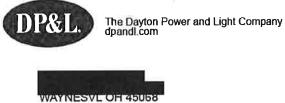
Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.

Page 2 of 2

-104.00 -6.09

85.68

-\$110.09



The due date indicated above applies to your current bill. Your past due charges may result in a deposit being charged (if a deposit does not currently exist) and are subject to collection activity which could result in disconnection of service.

Account Number
Due Date
Amount Due

12/20/2017 \$205.88 Page 1 of 2

Mail Date: 11/30/2017
\$251.32
u -151.32
1.50
101.50
52.54
51.84
\$205.88

	ddress: 📕	W T C E	ten s.	WAYN	IESVL OH 45	5068			Next Rea	ading [	Date:	12/2	6/2017
Historica	l Usage							Billing		Averag	ge	Tempe	ratu <b>re</b>
				4770 1	927 1788			Period		Daily k\	Wh Av	vg High	Avg Lov
1137 11 NOV 2016 DE			1105 1158			41 989 EP OCT N	969	Same Per Previous I Current P		35.5 33 30.3		58° 69° 50°	38° 51° 34°
	average usage			1.0000	sage: 16,028 kV	-AL 115-314 115							
					Usa	ge Detail							
	Meter	Billing	Period	Billing	Meter I	Reading							
<b>Service</b> Electric	Use Actual	From 10/27/17	<b>To</b> 11/28/17	Days 32	Previous 8801	Current 9770	<b>Multipi</b> 1		•		Rate De Resident	<b>escripti</b> tial	on
	Ø	Emergency S 877-40UTAGE 877-468-8243 d return only this j		ur check made	Online dpandi		Company	0	DP&L Cus (800) 433-1				
DP	Please detach and	877-4ÖUTÁGE 877-468-8243	E portion with yo		e payable to Daytor	.com Power & Light ( Ac	Company Count NL 21.50 BALA		(800) 433-				
	Please detach and	877-40UTÁGE 877-468-8243 d return only this j The Dayton P	E portion with yo		e payable to Daytor	Power & Light ( \$10 Prover & Light ( \$10 PF	COUNT NU D1.50 BALA	MOUNT	(800) 433-	8500 2/20/201			
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\$51.84

# **Message Center**

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

The Standard Offer rates contained in this bill were updated to implement certain components of DP&L's Electric Security Plan in Case No. 16-395-EL-SSO that was recently approved by the PUCO. While some rates increased, others decreased for a net increase of \$2.28 for a residential customer using 1,000 kWh per month effective November 1, 2017.

# Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.3 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

# DP&L Delivery Charges

Customer Charge Other Delivery Charges	4.25 48.29
DP&L DELIVERY TOTAL	\$52.54
Supply Charges	

SUPPLY TOTAL

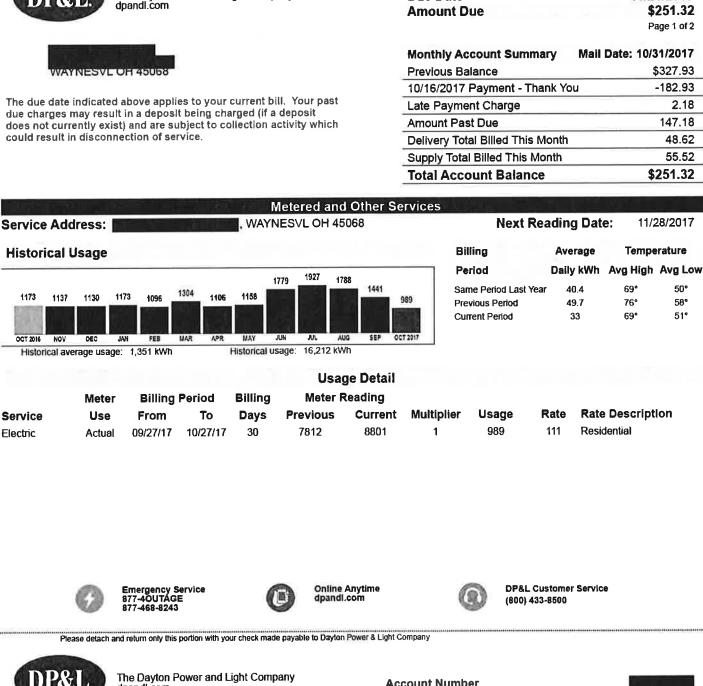


The Dayton Power and Light Company

# For informational purposes only

Renewable Energy Programs	\$0.75
Energy Efficiency Programs	\$2.16
Peak Demand Programs	\$0.31

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



**Account Number** 

11/21/2017

**Due Date** 



WAYNESVL OH 45068

DP&I

dpandl.com

The Dayton Power and Light Company

S147.18 BALANCE FORWARD	
PROMPT AMOUNT pay by 11/21/2017	\$251.32
LATE AMOUNT pay after 11/21/2017	\$255.09
Amount Enclosed	i

(Միսիվորեվիքումի(իվիրունիկ)իսրեզի(իզելիլունիլ)(Մ)

DAYTON POWER AND LIGHT COMPANY PO BOX 740598 CINCINNATI, OH 45274-0598

# **Message Center**

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

# Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.6 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

# DP&L Delivery Charges

Customer Charge Other Delivery Charges	4.25 44.37
DP&L DELIVERY TOTAL	\$48.62
Supply Charges	

SUPPLY TOTAL



\$55.52

The Dayton Power and Light Company

# For informational purposes only

	-	
Renewable Energy Programs		\$0.76
Energy Efficiency Programs		\$2.57
Peak Demand Programs		\$0.64

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



11-01-2017 Confirmation #: 93060

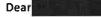


Waynesville, Ohio 45068

Customer Service: 888-442-0002 Utility Account Number:

# Plan SnapshotService Type:ElectricityPlan Type:FixedTerm:3 MonthsRate:5.99¢ kWhUtility Service Area:Dayton Power & LightMonthly Fee:\$5.95/monthEarly Termination Fee:\$0.00

# Welcome to National Gas & Electric!



Thank you for selecting National Gas & Electric as your Electricity Supplier! We have received your enrollment request for processing. You have chosen our Secure Power 3 plan. Our dedicated team of elite industry professionals is available to answer any questions you may have regarding your account with us. Below we have noted important information for your review:

- Your utility company will be sending you notification confirming your enrollment with National Gas & Electric.
- Your utility will continue to maintain your equipment, read your meter, deliver your Electricity, respond to any emergencies, and provide you with your monthly bill which will include our supply charges.
- Depending on the date your utility reads your meter, it can take 1-2 billings cycles before you see National Gas & Electric charges on your bill.
- As a National Gas & Electric Customer you will begin to benefit from our extensive industry knowledge and have confidence that our professionals are managing your energy needs while providing the exceptional customer service you deserve.
- In the attached Disclosure statement we have summarized the product plan you have selected and the key terms surrounding your plan selection.
- We have attached a copy of your Terms of Service detailing the conditions of the plan you have selected.

Should you have any questions or need assistance, you may contact one of our Energy Specialists by emailing us at <u>Service@NGandE.com</u> or calling in toll free at 888-442-0002.

Thank you again for selecting National Gas & Electric | We look forward to the opportunity of establishing a lasting relationship with you and managing all of your supply needs!

Best Regards,

W. Keith Maxwell III CEO

12140 Wickchester Ln, Houston, TX 77079 Website: <u>www.NGandE.com</u> Hours of Operation: M-F 8 am<sup>-</sup> 5 pm EST . . . - 25



# Ohio Residential and Small Commercial Disclosure Statement and Terms of Service

This is an agreement for electric generation service between National Gas & Electric, LLC ("National Gas & Electric" or "we") and you, for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement. Together, this Disclosure Statement, including the terms of service set forth herein, and your Welcome Letter or Electric Service Agreement collectively describe your agreement with respect to your purchase of electric generation service from National Gas & Electric (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. National Gas & Electric is licensed by the Public Utility Commission of Ohio to offer and supply electric generation services in Ohio. We set the generation prices and charges that you pay. Your Electric Distribution Company will deliver the electric generation to you. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

# Definitions

- Electric Distribution Company (EDC) The public utility providing facilities for the distribution of electricity to retail customers.
- Generation Charge Charge for production of electricity.
- Public Utility Commission of Ohio (PUCO) the Public Utility Commission of Ohio.
- Transmission Charge Charge for moving high voltage electricity from a generation facility to the distribution lines of an
  electric distribution company.

Right of Rescission - Customers have the right to rescind this Agreement by contacting the LDU by phone or United States mail within seven (7) business days following the postmark date on the EDC's confirmation notice. The LDU contact information is listed at the end of these Terms of Service.

# **Terms of Service**

# 1. Basic Service Prices.

Your rate plan will be as specified in your Welcome Letter or Electric Service Agreement.

*Fixed Rate Plan*: You will pay the fixed rate per kWh as specified in your Welcome Letter or Electric Service Agreement for the length of your Term. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Welcome Letter or Electric Service Agreement.

Immediate Savings Plan: For the first two months of your plan, you will receive a specified percentage savings (shown in your Welcome Letter) off of the EDC's base energy rate for electricity supply. Thereafter, you will receive National Gas & Electric's standard variable rate which will vary according to market conditions. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Welcome Letter or Electric Service Agreement.

Variable Rate Plan: A month-to-month plan where your rate may vary according to market conditions.

The rate you pay National Gas & Electric will include the Generation Charge and Transmission Charge for services provided under this Agreement. Your price does not include applicable Ohio sales tax or any local tax. You are responsible for any and all taxes (whether passed through to you on EDC's bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and EDC charges for delivery and distribution services. National Gas & Electric rates are not regulated by the PUCO. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide National Gas & Electric with the necessary certificates and other documentation to qualify for such status.

2. Billing. Your EDC will continue to issue a monthly bill and the bill will include both National Gas & Electric's charges and the EDC's delivery charges, and any other charges incurred in accordance with this Agreement. Your EDC may provide National Gas & Electric your customer billing and payment information as part of the billing process. Bills will continue to be based on actual or estimated meter readings. National Gas & Electric will use the same meter reading information from the EDC to derive your Generation Charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the EDC's tariff. National Gas & Electric does not pay or arrange for the payment of any outstanding debts owed by you to the EDC or a previous electric supplier.

3. Length of Agreement (Term). The Term of this Agreement is as specified on your Welcome Letter or Electric Service Agreement. With the exception of a new meter installation or special meter reading date, you will buy your electric generation service for the service addresses set forth in your Welcome Letter or Electric Service Agreement from National Gas & Electric on

# NATIONAL GAS & ELECTRIC, LLC

# Page 2 of 4

the next regularly scheduled meter reading date available and will continue to do so for the entire Term. This Agreement shall remain in effect until you notify National Gas & Electric in writing or by phone of your intent to cancel at least 30 days prior to your requested end date and until such time as the EDC completes the termination in accordance with its rules.

# 4. Penalties, Fees and Exceptions.

You may be assessed an early termination fee if you cancel or terminate this Agreement prior to the end of the Term. If an early termination fee is applicable, the amount of the early termination fee will be specified in your Welcome Letter or Electronic Service Agreement.

Notwithstanding the foregoing, you may cancel this Agreement without penalty if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you.

If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. National Gas & Electric may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

5. Cancellation Provisions. You may cancel this Agreement without any penalty any time before midnight of the third business day after you receive this disclosure statement. After such third business day, you may cancel this Agreement at any time by calling National Gas & Electric at 1-888-442-0002, but you will be required to pay the early termination fee described in Section 4 above, if applicable. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date National Gas & Electric notifies your EDC. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. If for any reason National Gas & Electric is no longer able to economically continue this Agreement, National Gas & Electric may terminate this Agreement at any time after complying with applicable regulations. This Agreement or if any of the information you have provided to National Gas & Electric is or becomes untrue. Prior to cancellation of this Agreement. Upon early termination of this Agreement by National Gas & Electric, your available remedies will be limited as provided in Sections 10, 11, and 12 of this Agreement. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the EDC until you designate another provider of electric generation service is shut off by the EDC. Only the EDC may shut off your electric power.

6. Agreement Expiration/Change in Terms. If you have a fixed term agreement with us and it is approaching the expiration date, or if we propose to change our terms of service, we will send you advanced notice either in your bill or in separate mailings 45 days before either the expiration date or the effective date of the changes. We will explain your options in this advanced notice, including your right to cancel this Agreement without penalty upon expiration of your fixed rate. National Gas & Electric will provide written notice to you, free of charge, and a copy of any material change to this Agreement prior to the date any such change becomes effective. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective.

After notifying you of an approaching expiration, we will follow your instructions. If you do not respond to the notice, at its discretion, National Gas & Electric may renew your electric generation service under the rates described in your expiration letter.

7. Information Release and Authorization. By accepting this contract I authorize National Gas & Electric to obtain information from the utility through the term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service, and when charges under this agreement are included on my Utility bill or other billing and payment information from the Utility. I authorize National Gas & Electric to release that information to third parties who need to use or be aware of such information in connection with my electric generation service as well as to its affiliates and contractors for marketing purposes. These authorizations shall remain in effect as long as this agreement (including any renewal) is in effect. I may rescind these authorizations at any time by either calling National Gas & Electric at 1-888-442-0002 or providing written notice to National Gas & Electric. National Gas & Electric reserves the right to reject my enrollment or terminate the agreement if I rescind these authorizations, if I fail to meet or maintain satisfactory credit standing as determined by National Gas & Electric. If I fail to remit payment in a timely fashion, National Gas & Electricmay report the delinquency to a credit reporting agency.

8. Dispute Procedures. Contact us by any of the means provided at the bottom of these Terms and Conditions with any questions concerning our terms of service or your bill. If your complaint is not resolved after you have contacted Spark Energy or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Hearing or speech impaired customers may contact PUCO 7-1-1 (Ohio relay service). The Ohio consumers counsel (OCC) represents residential customers in matters before PUCO. The OCC can be contacted 1-877-742-562 (toll free) from 8 am to 5 pm weekdays or at http://pickocc.org.

# NATIONAL GAS & ELECTRIC, LLC

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9. Warranties. NATIONAL GAS & ELECTRIC MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. NATIONAL GAS & ELECTRIC WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

11. Mandatory Arbitration. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA") under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the district in which you are located, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to actions contemplated in Paragraph 12. entitled "Class Action Waiver" below.

12. Class Action Waiver. Any Claim permissible herein must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). Each of the parties expressly waives any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE INDIVDUALLY OR TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.

# 13. Miscellaneous.

(a) If National Gas & Electric is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of National Gas & Electric that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, other suppliers, qualified scheduling entities, EDCs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

(b) Your electric generation service will be provided in accordance with your existing connection requirements unless you request a change by the EDC and pay for the cost of that change. You may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the EDC providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. National Gas & Electric and you will be bound by the measurement from the meters owned, installed, maintained and read by the EDC.

(c) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of Ohio, without regard to principles of conflicts of law.

(d) These Terms of Service, along with your Welcome Letter or Electric Service Agreement, constitute the entire agreement between you and National Gas & Electric relating to the subject matter hereof and supersede any other agreements, written or oral, between you and National Gas & Electric concerning the subject matter of the Agreement.

(e) You may not assign this Agreement or your obligations under this Agreement without National Gas & Electric's prior written consent. National Gas & Electric may assign this Agreement, together with all rights and obligations hereunder, to (i) National

# NATIONAL GAS & ELECTRIC, LLC

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Gas & Electric's electricity supplier, or such supplier's designee, (ii) an affiliate of National Gas & Electric or to any other person succeeding to all or substantially all of National Gas & Electric's assets, or (iii) in connection with any financing or other financial arrangement.

(f) Any failure by National Gas & Electric to enforce any term or condition of your electric generation service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(g) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

(h) The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.

14. Contact Information. Information regarding National Gas & Electric's energy sources, energy efficiency, environmental impacts, or historical billing data is available upon request.

Energy Supplier:	National Gas & Electric, LLC 12140 Wickchester Lane, Suite 100 Houston, TX 77079 1-888-442-0002 OH License No.: 16-1036E(1) www.NGandE.com Hours of Operation: Monday through Friday (except holidays), 8:00 a.m. to 5:00 p.m., Central Time
Electric Distribution Company & Provider of Last Resort	DP&L 1065 Woodman Dr. Dayton, Ohio 45432 1-800-433-8500 https://www.dpandl.com/
In the case of an outage, call:	1-877-468-8243
Public Utility Commission:	Public Utility Commission of Ohio 180 E. Broad St. Columbus, OH 43215 (800) 686-PUCO (7826) (800) 686-1570 (TTY-TDD) www.puco.ohio.gov
Residential customers may also contact the O	hio Consumers' Counsel for assistance with complaints and utility issues at 1-877-

742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.



# **OHIO RESIDENTIAL AND SMALL COMMERCIAL**

# DISCLOSURE STATEMENT AND TERMS OF SERVICE

Our Contact Information	National Gas & Electric, LLC 12140 Wickchester Lane, Suite 100, Houston, TX 77079 Phone Number: 1-888-442-0002 Email: service@NGandE.com
Type of Plan	Electricity - Fixed
Term of Agreement	3 Months
Rate	5.99¢ per kWh Secure Power 3 Plus \$5.95 fee per month Fixed monthly charges are for supply charges only and do not include either deliver
	service or other charges from Dayton Power & Light or applicable taxes from governmental agencies.
Renewal	At the conclusion of any Fixed Term, your plan will convert to a month-to-month variable rate plan unless you elect a different plan or National Gas & Electric notifie you 45 days prior to contract expiration of renewal to a different plan and you do no object or you cancel in accordance with the procedure provided in the notice.
Early Termination Fee	\$0.00
Rescission	You may rescind this Agreement by contacting National Gas & Electric before National Gas & Electric submits the enrollment to Dayton Power & Light. After the enrollment is submitted, you may rescind this Agreement by contacting National Gas & Electric or Dayton Power & Light before midnight of the third business day after you receive this disclosure statement.
Nature of Sale	National Gas & Electric is an independent seller of electric service certified by the Public Utility Commission of Ohio (PUCO) Our sales agents are not representing of acting on behalf of a utility, governmental bodies, or consumer groups.
Delivery	If you purchase electric supply from National Gas & Electric, your utility remains responsible for delivery of electric supply to your home or business, and will continue to respond to any calls and emergencies. Switching to National Gas & Electric will not impact the reliability of your electric service.
Notification	You will receive written notification from your utility confirming a pending switch of your electric service to National Gas & Electric.
Contact Information	Your utility is Dayton Power & Light. Dayton Power & Light may be reached at: 800 433-8500. The Public Utility Commission of Ohio (PUCO) certifies suppliers like National Gas & Electric, regulates utilities, and responds to consumer complaints. PUCO may be reached at: (800) 686-PUCO (7826).
Average Rate (if Plan includes fixed charges)	\$ 0.0718 at 500 kWh/mo., \$ 0.0639 at 1,000 kWh/mo., \$ 0.0658 at 1,500 kWh/mo.

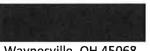
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12140 Wickchester Ln., Ste. 100 Houston, TX 77079

March 14, 2018



Waynesville, OH 45068

# Utility: Dayton Power & Light Account Number

NO ACTION REQUIRED: Your service will continue under your current service agreement without interruption.

# Dear

National Gas & Electric, LLC ("National Gas & Electric") has appreciated the opportunity to serve as the energy service company of ELECTRIC for your Dayton Power & Light account. However, in accordance with your terms and conditions, we are writing to let you know that National Gas & Electric will assign your ELECTRIC service to Verde Energy USA Ohio, LLC ("Verde Energy"), another certified retail energy supplier licensed by the OH Public Service Commission, effective with your first meter read date after the assignment transaction, on approximately 4/15/2018. After such date, you should contact Verde Energy directly regarding your ELECTRIC supply service.

Verde Energy is run by an experienced team of energy experts with decades of retail energy supply and utility experience. The Verde Energy team's experience in deregulated energy markets enables them to offer competitive prices and friendly customer service.

No action is required on your part when this transfer occurs. Verde Energy will honor your current agreement in place with National Gas & Electric and there will be no changes to the terms or conditions through the life of your current contract. This transfer will not cause an interruption of your ELECTRIC services and you should continue to pay your Dayton Power & Light bill as normal and call Dayton Power & Light in case of an outage or emergency just as you do today. The same quality support and service that you are used to with National Gas & Electric will continue with Verde Energy.

If you have a fixed rate plan with National Gas & Electric, your service will continue with the same fixed rate until the end of your contract term or upon cancellation of service (early termination fees may apply if your current contract provides for them). If you are currently served under a variable rate with National Gas & Electric, your service will continue under the same variable ELECTRIC rate. You may also contact Verde Energy directly to see what other options are available to you, including new options with Verde Energy when your contract expires.

If you have any questions about the transfer of service, please contact National Gas & Electric by 4/14/2018. For your convenience, the contact information for both companies is shown below. We thank you for the opportunity to serve you and we are confident you will enjoy your new service with Verde Energy.

Kind Regards,

Keith Maxwell Chief Executive Officer and President National Gas & Electric, LLC 12140 Wickchester Ln., Ste. 100 Houston, TX 77079 Phone: 888-442-0002 Email: Service@NGandE.com Call Center: Mon-Fri: 8am-5pm EST

Nathan Kroeker Chief Executive Officer and President Verde Energy USA Ohio, LLC 12140 Wickchester Ln., Ste. 100 Houston, TX 77079 Phone: 800-388-3862 Email: customercare@sparkenergy.com Call Center: Mon–Fri: 9:00AM–6:00PM EST

This foregoing document was electronically filed with the Public Utilities

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Case No(s). 19-0958-GE-COI

Summary: Exhibit Exhibit 7 - Part 44A on behalf of The Office of The Ohio Consumers' Counsel electronically filed by Mrs. Tracy J Greene on behalf of O'Brien, Angela D