P.U.C.O. No. 17

This Schedule cancels and supersedes all preceding Schedules.

THE DAYTON POWER AND LIGHT COMPANY

ELECTRIC GENERATION SERVICE

SCHEDULE OF RATES, CLASSIFICATIONS, RULES AND REGULATIONS

Eleventh Revised Sheet No. G1 Cancels Tenth Revised Sheet No. G1 Page 1 of 1

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Filed pursuant to the Opinion and Order in Case No. 22-0900-EL-SSO dated August 9, 2023 of the Public Utilities Commission of Ohio.

Issued August 25, 2023

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P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE TARIFF INDEX

Sheet No.	Version	Description	Number of Pages	Tariff Sheet Effective Date		
G1 G2	Eleventh Revised Eighty-Fourth Rev.	Table of Contents Tariff Index	1	September 1, 2023 June 1, 2024		
RULES AND REGULATIONS						
G3 G4 G5 G6 G7 <u>ALTER</u> G8 G9	First Revised First Revised Second Revised Original Second Revised NATE GENERATION Thirteenth Revised Sixth Revised	Application and Contract for Service Credit Requirements of Customer Billing and Payment for Electric Service Use and Character of Service Definitions and Amendments N SUPPLIER Alternate Generation Supplier Coordination Competitive Retail Generation Service	3 1 2 1 4	January 1, 2014 November 1, 2002 September 1, 2023 January 1, 2001 September 1, 2023 September 1, 2023 September 1, 2023		
<u>TARIFFS</u>						
G10 G11 G12 G13	Twenty-Fifth Rev. Original Fourth Revised Original	Standard Offer Rate Cogeneration and Small Power Producer Reserved Green Energy Alternative	3 2 2 1	June 1, 2024 May 1, 2018 September 1, 2023 September 1, 2023		

Filed pursuant to the Opinion and Order in Case No. 24-0336-EL-RDR dated May 29, 2024 of the Public Utilities Commission of Ohio.

Issued May 31, 2024 Effective June 1, 2024

First Revised Sheet No. G3 Cancels Original Sheet No. G3 Page 1 of 3

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE RULES AND REGULATIONS APPLICATION AND CONTRACT FOR SERVICE

A. Application for Service

Anyone desiring electric service must apply in writing to the Company on printed forms supplied by the Company for that purpose. If permitted by the Company, a person may make an oral application for service. An oral applicant must 1) specify the place or location where service(s) are desired; 2) agree to comply with all the terms, rules and regulations of the Company covering such service(s); and 3) agree to pay the applicable prices charged by the Company for the service(s) desired.

All applications for service must be accepted on behalf of the Company by an officer or duly authorized agent before service can be provided. Upon acceptance of the application by the Company, the application becomes a contract between the Customer and the Company. The Company will not serve and may stop serving any Customer who does not complete an application for service, or who refuses to accept service or to continue service in accordance with the Tariff Sheets and the Electric Generation Service Rules and Regulations of the Company filed with The Public Utilities Commission of Ohio.

B. Application Required for Each Location

A person desiring electric service must make a separate application for each location, residence, place of business or premises where the person desires electric service. The Company will not serve more than one location, residence, place of business, or premises under a single application or contract for service.

C. Available Service Options

Anyone completing an application for service must elect to receive electric service appropriate to the Voltage Level of Service requirements and the applicability of specific tariff sheets by choosing one of the following:

Filed pursuant to the Opinion and Order in Case No. 12-426-EL-SSO dated September 6, 2013 of the Public Utilities Commission of Ohio.

Issued December 30, 2013

First Revised Sheet No. G3 Cancels Original Sheet No. G3 Page 2 of 3

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE RULES AND REGULATIONS APPLICATION AND CONTRACT FOR SERVICE

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Secondary	G12
Primary	G13
Primary Substation	G14
High Voltage	G15
Private Outdoor Lighting	G16
School	G17
Street Lighting	G18
Cogeneration	G21

All Electric Distribution Service Rules and Regulations apply to any customer taking service under any of the aforementioned Generation Tariff Sheets.

D. Service Contract Is Not Transferable

The contract between the Customer and the Company covering electric service is not transferable to any other person by the Customer. No agent or employee of the Company has the authority to consent in writing, or otherwise, to such a transfer. Notwithstanding the above, final bills and uncollectible accounts may be transferred with the consent of the Customer to a new account of the same type of electric service.

Filed pursuant to the Opinion and Order in Case No. 12-426-EL-SSO dated September 6, 2013 of the Public Utilities Commission of Ohio.

Issued December 30, 2013

First Revised Sheet No. G3 Cancels Original Sheet No. G3 Page 3 of 3

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE RULES AND REGULATIONS APPLICATION AND CONTRACT FOR SERVICE

E. Agents Cannot Modify Contract

No agent or employee of the Company has the right to amend, modify, or alter the application or contract, or the rates, terms, conditions, rules or regulations filed with The Public Utilities Commission of Ohio. The conduct of any agent or employee of the Company shall not waive requirements of or otherwise stop the Company from enforcing the rates, terms, conditions, rules or regulations of the Company filed with the Public Utilities Commission of Ohio.

F. Service to a New Tenant or Owner

The Company shall not delay or deny service to a new tenant or owner who has properly applied for service and has satisfied all requirements for service, because of non-payment of a final bill by a former tenant or a former owner. A Customer may request an actual meter reading at the beginning of service.

G. Suspension of Service Agreement Because of Casualty

If a fire or other casualty renders a Customer's premises unfit to receive electric service, the contract shall be suspended until such time as the premises are reconstructed so that electric service can be safely re-established in accordance with this tariff and the Rules and Regulations filed with the Public Utilities Commission of Ohio.

Filed pursuant to the Opinion and Order in Case No. 12-426-EL-SSO dated September 6, 2013 of the Public Utilities Commission of Ohio.

Issued December 30, 2013

THE DAYTON POWER AND LIGHT COMPANY DP&L Building Courthouse Plaza Southwest Dayton, Ohio 45401

First Revised Sheet No. G4
Cancels
Original Sheet No. G4
Page 1 of 1

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE RULES AND REGULATIONS CREDIT REQUIREMENTS OF CUSTOMER

A. Deposits and Guarantee

The Company shall have the right at any time to require the Applicant or Customer to make a reasonable deposit or to provide a reasonable guarantee from a creditworthy person to secure payment of its bills for electric service. The Company's request for a deposit or guarantee shall conform with the laws of the State of Ohio.

The Company will pay interest to the Customer at the rate of three percent (3%) per annum or in accordance with statutory requirements, whichever is greater, on all cash deposits provided by the Customer if the cash remains on deposit for six (6) consecutive months. Interest shall cease to accrue as of the date the Company notifies, or attempts to notify, by mail or otherwise, the Customer that the cash deposit is no longer required.

Deposits plus any accrued interest less any unpaid charges will be returned to the Customer upon termination of the service or when no longer required as determined by the Company. All unclaimed deposits will be disposed of in accordance with the laws of the State of Ohio.

The Company's policies concerning credit shall conform to Section 4901:1-17-03, Ohio Administrative Code.

Upon request the Company will provide the Applicant or Customer with 1) their credit history with the Company; and 2) a copy of Section 4901:1-10-14, Ohio Administrative Code, and the TDD/TTY number of the PUCO's public interest center.

B. Service May Be Denied Persons In Debt To The Company

The Company may refuse to serve or continue to serve anyone who is in debt to the Company for failure to timely pay for service in accordance with an applicable contract or Tariff Sheet and who has not made and kept an arrangement satisfactory to the Company for the timely navment of the debt.

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TARIFF DIVISION

ublic Utilities Commission of Ohio and Order in Case No. 02-570-EL-ATA dated November 1, 2002 of the Public Utilities Commission of Ohio.

Issued October 31, 2002

Effective November 1, 2002

Issued by

Second Revised Sheet No. G5 Cancels First Revised Sheet No. G5 Page 1 of 2

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE RULES AND REGULATIONS BILLING AND PAYMENT FOR ELECTRIC SERVICE

A. Measurement of Electricity

Electric energy supplied to the Customer shall be measured by meters or metering equipment suitable for the purpose, and shall be supplied, installed and maintained by the Company according to the Electric Distribution Service Rules and Regulations.

B. Billing and Meter Reading

1. Specific provisions relating to Billing, Meter Reading, Net Metering and Payment are contained on Tariff Sheet No. D5 of the Electric Distribution Service Schedule.

2. Choice of Service Option

Copies of this Schedule including all available Service Options are available at the Company's business offices and are open to public inspection during business hours. Where the Customer meets the requirements of more than one Service Option, the Customer shall select the Tariff Sheet upon which the application or contract for service shall be based. However, the Company does not and cannot guarantee that the Customer will be served under the least expensive Service Option at all times, will not be responsible for notifying the Customer of potentially less expensive Service Options, and shall not be liable to the Customer for any price difference resulting from the Customer not being served under a less expensive Service Option. The Company's policies concerning disclosure of rates shall conform to Section 4901:1-1-03, Ohio Administrative Code.

3. Meter Readings Not To Be Combined

Where electric service is supplied to a Customer and is delivered and metered through two or more separate delivery and metering facilities, the individual meter readings will not be combined for billing purposes, except as may be otherwise provided by the terms of a Tariff Sheet or other agreement.

4. Termination of Service at Customer's Request

Filed pursuant to the Opinion and Order y in Case No. 22-0900-EL-SSO dated August 9, 2023 of the Public Utilities Commission of Ohio.

Second Revised Sheet No. G5 Cancels First Revised Sheet No. G5 Page 2 of 2

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE RULES AND REGULATIONS BILLING AND PAYMENT FOR ELECTRIC SERVICE

Unless there is a provision to the contrary in the service contract or Tariff Sheet, any Customer who wishes to discontinue electric service because the Customer is vacating the premises, or for any other reason, shall notify the Company at least seventy-two (72) hours prior to the date of the requested service termination. The Customer shall be responsible for all service supplied to the premises until such notice has been received and the Company has had a reasonable time to discontinue service. At the time service is discontinued by the Company, the Company may offer to provide the Customer an estimated final bill, but shall perform an actual final meter reading upon the Customer's request pursuant to O.A.C. 4901:1-10-05 (I), providing the Customer arranges access to the meter. As soon as practicable thereafter, the Company shall prepare and issue a final bill for all electric service supplied to the premises. Disconnection of service by Customers served under the Electric Generation Service Schedule rates shall not be used to avoid the ratcheted demand charges of these rates if the Customer is not vacating the premises, terminating business or ceasing to receive electric service.

Filed pursuant to the Opinion and Order y in Case No. 22-0900-EL-SSO dated August 9, 2023 of the Public Utilities Commission of Ohio.

Issued August 25, 2023

THE DAYTON POWER AND LIGHT COMPANY DP&L Building Courthouse Plaza Southwest Dayton, Ohio 45401

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE RULES AND REGULATIONS USE AND CHARACTER OF SERVICE

A. Use of Electric Energy by Customer

 In case of violation of the rules contained herein, service may be temporarily suspended by the Company until such time as the Customer's use of electric energy furnished hereunder conforms to these Electric Generation Service Rules and Regulations. The temporary suspension of service by the Company under this paragraph is not a cancellation of the contract.

B. Continuity of Service

- 1. The Company will endeavor to supply electricity continuously and without interruption, and under all reasonable and normal conditions of operation to maintain the range of voltage and frequency of electricity supplied. The Company shall not be liable to the Customer or anyone else for any damage, loss or injury or otherwise resulting from any failure to supply electricity, or for any interruption of the supply or for variations in voltage and frequency, phase reversal or single-phasing of three-phase service, when such failure, interruption or variation is due to any of the following causes: accidents and contingencies short circuits, line or equipment failure, breakdowns, strikes, fires, floods, riots, cyclones, vandalism, explosion, acts of God or nature, acts or orders of The Public Utilities Commission of Ohio, acts or orders of any civil, judicial or military authorities, or any cause beyond the control of the Company.
- 2. The Company shall not be liable for any damage or loss which the Customer may sustain due to any interruptions of supply, variations in voltage or frequency, phase reversals or single-phasing of three-phase service resulting from the use or characteristics of electric equipment and/or appliances of the Customer or other Customers connected Company facilities.

Filed pursuant to the Opinion and Order in Case No. 99-1687-EL-ETP dated September 21, 2000 of the Public Utilities Commission of Ohio.

Issued November 2, 2000

Second Revised Sheet No. G7 Cancels First Revised Sheet No. G7 Page 1 of 4

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE RULES AND REGULATIONS DEFINITIONS AND AMENDMENTS

A. Definitions

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

"Ancillary Service" means those services set forth in the Company's Open Access Transmission Tariff which are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Company's Transmission System. Ancillary Services may include but are not limited to scheduling, system control and dispatch service; reactive supply and voltage control service; regulation and frequency response service; energy imbalance service; operating reserve-spinning reserve service; operating reserve-supplemental reserve service; and real power losses service.

"Certified Territory" means the Company's Certified Territory as established for an Electric Supplier under Sections 4933.81 to 4933.90 of the Revised Code as amended by Sub. S.B. No. 3 of the 123rd General Assembly.

"Company" means The Dayton Power and Light Company.

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

"Customer" means and includes any person, firm, corporation or other entity using electricity delivered to the premises, building or establishment where used, or for whose account and use such electricity is delivered, and also the owner, occupant, tenant or lessee of the premises, building or establishment.

"Customer-Generator" means Customer-Generator as defined in Section 4928.01 of the Revised Code as amended by Sub. S. B. No. 3 of the 123rd General Assembly.

"Distribution Customer" is a Customer within the Company's Certified Territory that is served by the Electric Distribution Service Schedules.

"Distribution Service" means the delivery of electric power and energy at voltages less than 34.5 kV to a Customer for ultimate consumption and includes metering, billing, and collection services. Distribution Service does not include furnishing electric power or energy at

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Second Revised Sheet No. G7 Cancels First Revised Sheet No. G7 Page 2 of 4

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE RULES AND REGULATIONS DEFINITIONS AND AMENDMENTS

wholesale for resale.

"Generation Service" means the provision of electric power and energy to a customer for ultimate consumption and does not include furnishing power at wholesale for resale.

"Large Commercial Customer" means a commercial customer with annual usage equal to or greater than 700,000 kWh.

"Market Development Period (MDP)" is January 1, 2001 through December 31, 2005.

"Minimum Stay Period" is the period of time starting when a Customer takes Standard Offer Generation Service from the Company during the Stay Out Period, until April 15 of the following calendar year.

"Nonresidential Customer" is any Customer not defined as a Residential Customer, including any Customer whose nonresidential portion of the total service requirements, as measured through one meter, is greater than the residential portion.

Open Access Transmission Tariff (OATT) – the Company's Open Access Transmission Tariff or its successor on file with the FERC and which sets forth the rates, terms and conditions of transmission service over transmission facilities owned by The Dayton Power and Light Company.

"P.U.C.O. No. 17" means the collection all electric service Schedules of the Company.

"Residential Customer" is a customer who receives single-phase service at standard secondary service voltages for a single family home, apartment, or condominium, or other single family facility whose entire electric requirements are measured through one meter and whose primary use is of a residential nature for lighting, heating, cooling or for the operation of appliances. Other incidental power uses for nonresidential purposes must not be greater than the residential portion of the total service requirements. Separately metered barns and sheds not used for commercial use that are located on a residential premise shall be served under the residential tariff schedule.

"Schedule" means the entire set of effective electric Distribution, Generation, or Transmission Service Tariff Sheets, including any and all attachments, appendices, and subsequent revisions or amendments.

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Second Revised Sheet No. G7 Cancels First Revised Sheet No. G7 Page 3 of 4

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE RULES AND REGULATIONS DEFINITIONS AND AMENDMENTS

"Service Type" refers to the kind of electric service the Customer receives from the Company under applicable Tariff Sheets according to end use, service voltage, character of service, or specific eligibility requirements contained in certain Tariff Sheets. Service Types include Residential, Residential Heating, Secondary, Primary, Primary-Substation, High Voltage, Private Outdoor Lighting, School, and Street Lighting.

"Small Commercial Customer" means any commercial customer with annual usage less than 700,000 kWh.

"Stay Out Period" is May 16 through September 15 of each calendar year.

"Transmission Service" means the transmission of power and energy at voltages specified within the Company's Open Access Transmission Tariff.

"Transmission System" means the facilities owned, controlled, or operated by the Company that are used to provide Transmission Service.

"Voltage Level Of Service" refers to the following Customer classifications which are defined according to their standard service voltage (as defined in this Schedule on Tariff Sheet No. D14) and other Customer characteristics:

- "High Voltage Customer" is a Nonresidential Customer who receives electric service at sixty-nine thousand (69,000) volts or higher and whose monthly demands are equal to or in excess of ten thousand (10,000) kW for all electric service supplied to one location on the Customer's premises. High Voltage Customers receiving electric service from the Company prior to April 30, 1988 are required to receive service at sixty-nine thousand (69,000) volts or higher and to have monthly demands equal to or in excess of one thousand (1,000) kW for all electric service supplied to one location on the Customer's premises.
- "Primary-Substation Customer" is a Nonresidential Customer who receives electric service at standard primary service voltages of twenty-four hundred (2,400) volts or higher that is taken directly from the secondary side of a substation step-down transformer(s) in an existing substation without using any Company-owned primary distribution feeders and

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P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE RULES AND REGULATIONS DEFINITIONS AND AMENDMENTS

has a monthly demand equal to or in excess of one thousand (1,000) kW for all electric service supplied at one location on the Customer's premises.

- "Primary Customer" is a Nonresidential Customer who receives service at standard primary service voltages of twenty-four hundred (2,400) volts or higher for all electric service supplied at one location on the Customer's premises.
- "Secondary Customer" is a Nonresidential or Residential Customer who receives service at standard secondary service voltages for all electric service supplied at one location on the Customer's premises.

The singular includes the plural and the plural includes the singular.

B. Rules and Regulations May Be Amended

The Company reserves the right, with the approval of The Public Utilities Commission of Ohio, to modify, alter or amend these Electric Generation Rules and Regulations, or to promulgate such other and further Rules and Regulations as experience and conditions may suggest, or as it deems necessary in the conduct of its business.

Filed pursuant to the Opinion and Order in Case No. 20-0900-EL-SSO dated August 9, 2023 of the Public Utilities Commission of Ohio.

Thirteenth Revised Sheet No. G8 Cancels Twelfth Revised Sheet No. G8 Page 1 of 31

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

APPLICABLE:

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

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

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

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

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS:

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

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

Filed pursuant to the Opinion and Order in Case No. 22-0900-EL-SSO dated August 9, 2023 of the Public Utilities Commission of Ohio.

Issued August 25, 2023

Thirteenth Revised Sheet No. G8 Cancels Twelfth Revised Sheet No. G8 Page 2 of 31

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

AGS Coordination Tariff – this Alternate Generation Supplier Coordination Tariff.

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

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

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

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

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

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

Company – The Dayton Power and Light Company.

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

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

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

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

Control Area – as defined by North American Electric Reliability Council (NERC), an electrical system bounded by interconnection (tie-line) metering and telemetry. It controls generation and/or load directly to maintain its interchange schedule with other control areas and contributes to frequency regulation of the interconnection.

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

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

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

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

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

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

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

DP&L Internet Site – a Company Internet site.

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

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

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

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

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

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

FERC – the Federal Energy Regulatory Commission or its successor.

Governmental Aggregator – a legislative authority of a municipal corporation, a board of township trustees, or a board of county commissioners acting as an aggregator for the provision of a competitive retail electric service under authority conferred under section 4928.20 of the Revised Code.

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

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

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

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

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

NERC – North American Electric Reliability Council or its successor.

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

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

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

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

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

Reliability First –a regional entity of NERC, to which the Company is a full member.

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

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

Tariff – this Alternate Generation Supplier Coordination Tariff.

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

1. RULES AND REGULATIONS:

The Rules and Regulations, filed as part of this Tariff, are a part of every AGS Coordination Agreement entered into by the Company pursuant to this Tariff and govern all Coordination

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Activities. The obligations imposed on an AGS in the Rules and Regulations shall also apply to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services.

2. COMMENCEMENT OF COMPANY/AGS COORDINATION:

2.1 Registration Process

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

The Company shall not approve a supplier's registration until all information required in Section 2.2 has been provided to the Company's satisfaction. The approval process shall also include completion of EDI testing for applicable transaction sets necessary to commence service. The supplier and the Company shall proactively attempt to resolve issues that may delay the completion of EDI testing. If the supplier is deemed to have not been sufficiently responsive to the Company's requests, EDI testing shall be suspended and registration disapproved after thirty (30) calendar days following the onset of testing.

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

2.2 Registration Information

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

- (a) an AGS Coordination Agreement, fully executed by a duly authorized representative of the supplier;
- (b) consent for PJM to conduct a Billing Line Item (BLI) Transfer for certain transmission-related charges;
- (c) a copy of the supplier's Certification application submitted to the PUCO, subject to a confidentiality agreement, or a copy of an unexpired Certificate issued by the PUCO;
- (d) written evidence that the AGS or its TSA is a signatory to the Operating Agreement and Reliability Assurance Agreement of the PJM Interconnection LLC;
- (e) written affidavit that the AGS or its TSA will use PJM Network Integration Service to serve retail load in DP&L's certified territory;
- (f) the supplier's Dun & Bradstreet Number;

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- (g) an EDI Trading Partner Agreement, fully executed by a duly authorized representative of the supplier;
- (h) the supplier must demonstrate to the Company's satisfaction that it is fully capable of performing the necessary data transfer functions required to supply the Company with the data necessary to operate its business; and
- (i) collateral pursuant to Section 12.4

2.3 Grounds for Rejecting Registration

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

- (a) the supplier, predecessor or affiliate has outstanding debts to the Company;
- (b) the supplier has failed to comply with collateral requirements specified in Section 12.4 of the Tariff:
- (c) the Company has provided written notice to the supplier that a registration is deficient and the supplier has failed to submit a completed registration within thirty (30) calendar days after the Company has notified the supplier of the deficiency;
- (d) the supplier is not certified by the PUCO;
- (e) the supplier has Bad Credit;
- (f) failure to meet data transfer standards to the Company's satisfaction;
- (g) failure to provide written evidence as required in Section 2.2 (d) and (e) or
- (h) any other reasons determined by the PUCO.

2.4 Offer of Conditional Acceptance of Registration

Where grounds for rejection of a registration exist due to a supplier's outstanding debts to the Company, the Company may offer the affected supplier a conditional acceptance if the supplier pays such debts before it receives Coordination Services. If the supplier rejects the Company's offer of conditional acceptance under this Rule, then its registration for Coordination Services will be deemed rejected.

2.5 Rejection of Registration

Upon rejection of any registration, the Company shall provide the affected supplier with written notice of rejection within the time periods set forth in Section 2.1, and shall state the basis for its rejection.

2.6 Approval of Registration

Upon its approval of a registration for Coordination Services, the Company shall execute the AGS Coordination Agreement tendered by the registrant, The Company shall provide one to the supplier

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by delivering such within the period set forth in Section 2.1 and shall maintain a copy for its own records.

2.7 Identification Numbers

Upon its approval of a registration for Coordination Services, the Company will use the Dun & Bradstreet number assigned to each supplier as an identification number to be used in subsequent electronic information exchange between the supplier and the Company. In addition, the Company may also assign to the supplier identification numbers that may be required to perform coordination obligations under this Tariff and the AGS Coordination Agreement.

2.8 Commencement of Coordination Services

Coordination Services may commence after the Company's acceptance of a supplier's registration for Coordination Services provided that all of the information necessary for the Company to provide Coordination Services has been provided to the Company and any conditions required under Section 2.4 have been satisfied by the supplier.

COORDINATION OBLIGATIONS:

3.1 Multiple AGSs

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

3.2 Partial Competitive Retail Electric Service

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

3.3 PJM Services and Obligations

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

3.4 Timeliness and Due Diligence

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

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3.5 Duty of Cooperation

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

3.6 State Certification

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

3.7 Energy Procurement

An AGS is wholly responsible for procuring and making all necessary arrangements for obtainment of Competitive Energy Supply in a quantity sufficient to serve its Customers, including capacity, energy, transmission and distribution losses, and any other ancillary services required by the PJM OI.

3.8 Customer Arrangements

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

3.9 Reliability Requirements

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

3.10 Determination of Load and Location

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

3.11 Supply of Data

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

3.12 Communication Requirements

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

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3.13 Payment Obligation

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

3.14 Record Retention

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

3.15 Data Exchange

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

4. CUSTOMER ENROLLMENT PROCESS:

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

Pre-Enrollment End-Use Customer Information List

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

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

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

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

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- i) End-use Customer name
- ii) Service Address
- iii) Service City
- iv) Service State and Zip Code
- v) Mailing Address
- vi) Mailing City
- vii) Mailing State and Zip Code
- viii) Rate Schedule under which service is rendered, including class and sub-class (if applicable)
- ix) Rider (if applicable)
- x) Load Profile Reference Category
- xi) Meter Type (will provide information that is readily available)
- xii) Interval Meter data indicator (will provide information that is readily available)
- xiii) Budget Bill / PIPP indicator
- xiv) Shopping indicator
- xv) Meter Read Cycle
- xvi) Meter Number (if applicable)
- xvii) Net Metering Indicator
- xviii) Most recent twelve (12) months of historical monthly customer energy usage data (actual energy usage plus demand, if available)

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

Governmental Aggregator List

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

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

(1) An updated list of names, account numbers, service addresses, billing addresses, rate codes, percentage of income payment plan codes, load data, and other related customer information, consistent with the information that is provided to other electric services companies, must be available

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in spreadsheet, word processing, or an electronic non-image-based format, with formulas intact, compatible with personal computers.

- (2) An identification of customers who are currently in contract with an electric services company or in a special agreement with the electric utility.
- (3) On a best efforts basis, an identification of mercantile customers.

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

- 4.2 AGS Requests for End-use Customer Information
 An AGS may request historical Interval Meter data through a DASR after receiving the appropriate
 End-use Customer authorization. The Interval Meter data will be transferred in a standardized
 electronic transaction. The AGS will be responsible for the incremental costs incurred to prepare
 and send such data. The charges for these services are listed in this or other tariff rate schedules.
- 4.3 Direct Access Service Requests (DASRs)
 Enrollment of End-use Customers is done through a DASR, which may be submitted only by an AGS. An AGS may not submit a DASR to initiate enrollment or change a Customer's supplier without prior consent of the Customer and completion of the enrollment transaction with the Customer except for "opt-out" aggregation.

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

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

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Company shall send a drop notice to the AGS. In the event of Customer rescission, the previous AGS will continue to serve the Customer under the same terms and conditions.

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

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

4.4 End-use Customers Return to Standard Offer Rate

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

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

4.5 End-Use Customer Inquiries and Requests for Information

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

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

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4.6 Information Disclosure

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

4.7 Changing Suppliers

If a Customer contacts a new AGS to request change of an AGS and the new AGS agrees to serve the Customer, the Customer's new AGS shall obtain the appropriate authorization from the Customer or person authorized to act on the Customer's behalf indicating the Customer's choice of AGS, and shall thereupon follow the procedures described in Section 4.3. If a Customer contacts the Company to request initial service from an AGS, or to request a change of suppliers, the Company will inform the Customer that the AGS must be contacted directly with the request.

4.8 Discontinuation of Service

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

4.9 Arrangements with AGS Customers

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

4.10 Transfer of Cost Obligations Between AGSs and Customers

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

4.11 Minimum Stay Provisions for Governmental Aggregation Opt-Out Programs
Notwithstanding Section 4.1, if more than 5,000 customers are returned to the Standard Offer Rate
from an opt-out governmental aggregation program before the end of the aggregation term, then that
Governmental Aggregator shall not offer any opt-out governmental aggregation program for a
minimum stay of 12 months, unless otherwise ordered by the Commission.

In addition, no less than 10 days before any such return, the Governmental Aggregator shall provide notice to the Company of the name, service address, and account number of all customers who are being returned to the Standard Offer Rate, as well as 36 months of energy consumption data, or the maximum amount of such data that is available up to 36 months, for the returning customers, by customer class."

This Section does not limit customers who were returned to the Standard Offer Rate by the Governmental Aggregator from shopping for Competitive Retail Electric Service from an Alternate Generation Supplier.

This Section does not apply to a Governmental Aggregator that returns customers to the Standard Offer Rate at the end of the aggregation term.

An exception to the implementation of the tariff exists when a Governmental Aggregator is forced to return customers to default service due to supplier default, as that term is defined in the EDU and supplier's master service agreement.

5. COMPANY SUPPLIED INFORMATION:

5.1 Information Available

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

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

5.2 Load Profiles

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

5.3 Retail Load Responsibility (RLR)

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

6. LOAD SCHEDULING:

6.1 Energy Delivery

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

6.2 AGS Energy Schedule

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

6.3 PJM Network Transmission Service

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

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7. RECONCILIATION OF CONSUMPTION ENERGY IMBALANCE:

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

7.1 Billing

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

7.2 The Company's and AGS's Role

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

7.3 Meter Data Collection

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

7.3.1 Monthly Metered Customers

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

7.3.2 Hourly Metered Customers.

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

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8. METERING:

8.1 Meter Requirements

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

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

8.2 Interval Meter Charges and Installation Process

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

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

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

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

8.3 Company's Need to Obtain Actual Meter Reading

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

8.4 Customer or AGS Access to Meter Information

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

9. CONFIDENTIALITY OF INFORMATION:

9.1 General

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

9.2 Customer Information

The AGS shall keep all End-use Customer-specific information supplied by the Company confidential unless the AGS has the End-use Customer's written authorization to do otherwise or unless permitted to be disclosed per Ohio Administrative Code Rule 4901:1-21-10. An Individual Customer may request that Company information relating to their account be confidential. The AGS shall comply with all prescribed notification requirements informing their Customers of this option to keep their Company information confidential. The AGS shall keep all Customer-specific information supplied by the Company confidential unless the AGS has the Customer's authorization to do otherwise.

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10. COMPANY BILLING SERVICES ON BEHALF OF AGS:

10.1 Company Billing for AGS

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

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

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

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

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

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10.3 Summary Billing

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

10.4 Budget Billing

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

10.5 DP&L Purchase of AGS Accounts Receivable

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

10.6 AGS Tax Responsibility

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

10.7 Company Reimbursement to AGS for Customer Payments

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

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

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

10.8 AGS Service Discontinued

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

10.9 Deferred Payment Plan

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

10.10 Company Reporting on Behalf of AGS

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

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

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

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

12. AGS PAYMENT OF COORDINATION SERVICES:

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

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12.2 AGS Failure to Pay Obligations to the Company

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

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

12.3 Billing for Supplier Obligations to Other Parties

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

12.4 Guarantee of Payments

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

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

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

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

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

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

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

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

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

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13. WITHDRAWAL BY AGS FROM RETAIL SERVICE:

13.1 Notice of Withdrawal to the Company

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

13.2 Notice to Customers

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

13.3 Charges for Noncompliance

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

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

14. AGS DISCONTINUANCE OF SERVICE TO PARTICULAR CUSTOMERS:

14.1 Notice of Discontinuance to the Company

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

14.2 Notice to Customers

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

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14.3 Effective Date of Discontinuance

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

15. LIABILITY:

15.1 General Limitation on Liability

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

15.2 Limitation on Liability for Service Interruptions and Variations

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

The Company shall have no liability with respect to any transaction or arrangement by or between a Customer and AGS and shall have no liability to the AGS arising out of or related to Customers' decisions in switching among AGSs. The Company is not liable for a Customer's lost savings arising out of an error or omission in customer enrollment or switching by the AGS. For purposes of indemnification, the Company shall be deemed to possess and control the electricity provided by the AGS upon receipt thereof (at the Company's distribution system or the ISO Bus) until the electricity is delivered to the Customer or for the Customer's account at the point of delivery (at the customer's meter). The AGS shall be deemed to possess and control the electricity prior to such receipt by the Company. Subject to the provisions of this section, the party in possession and control (the "indemnifying party") will indemnify the other party (the "indemnified party") for liability arising out of such possession and control.

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

16. <u>DISPUTE RESOLUTION</u>:

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

17. MISCELLANEOUS:

17.1 Governing Law

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

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

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

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17.2 Termination of AGS Coordination Agreements Require PUCO Authority

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

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

17.3 Headings

The headings and subheadings used for the Sections herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Tariff.

17.4 Revisions

This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with law, and such changes, when effective, shall have the same force and effect as the present Tariff. Changes may be made to the AGS Coordination Agreement with thirty (30) days written notice.

17.5 Statements by Agents

No Company representative has authority to modify a Tariff, rule or provision, or to bind the Company by any promise or representation contrary thereto.

18. <u>TECHNICAL SUPPORT AND ASSISTANCE CH</u>ARGE:

Technical support and assistance is defined as support and assistance that may be provided by the Company to a licensed AGS or CSP in connection with questions and research requests from the AGS or CSP in support of its energy supply business.

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

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

CHARGES

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

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

SCHEDULE OF FEES AND CHARGES

A. AGS Fees

1. Manual Historical Customer Energy Usage Data: The Company requires Customer authorization for providing historical customer usage data. The Company will only provide customer usage data manually if it is unavailable electronically. For historical customer energy usage data, the following charges will apply:

Up to twelve (12) months of monthly kW and/or kWh data - No Charge

Thirteen through thirty-six (13-36) months of monthly kW and/or kWh data - \$0.00 per account per request

Greater than thirty-six (36) months of monthly kW and/or kWh data - \$0.00 per account per request

One (1) month of Hourly Load Data (where available) - \$0.00 per account per request

One (1) month of 30 minute Load Data (where available) - \$0.00 per account per request

Twelve (12) months of Hourly Load Data (where available) - \$0.00 per account per request

2. Electronic Interval Meter Data:

One (1) month of Hourly Load Data (where available) - \$0.00 per account per request

One (1) month of 30 minute Load Data (where available) - \$0.00 per account per request

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Twelve (12) months of Hourly Load Data (where available) - \$0.00 per account per request

3. Switching Fee:

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

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P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE COMPETITIVE RETAIL GENERATION SERVICE

APPLICABLE:

Any Customer who chooses to take generation service from a PUCO approved Alternate Generation Supplier ("AGS"). Only one AGS can provide competitive generation service per billing account.

TERM OF SERVICE:

Customers may select an AGS for any length of time that is at least one (1) billing cycle, subject to the terms and conditions between the AGS and the Customer.

DEFAULT SERVICE:

Customers who do not select an AGS, opt-out of a government aggregation program or are dropped by their Alternate Generation Supplier due to a violation of coordination obligations, will be served under the Company's applicable Standard Offer Rate Sheet No. G10.

REQUIRED SERVICES:

Customers receiving Generation Service under this Tariff Sheet must also take service under:

Applicable Distribution Tariff Sheet Nos. D17 through D25.

Transmission Cost Recovery Rider - Non-bypassable Sheet No. T8.

RULES AND REGULATIONS:

All the Electric Distribution Service Rules and Regulations shall apply to customers taking service under this Tariff Sheet.

RATES PER MONTH:

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Customer must agree to and be provided a copy of the terms and conditions of service, including, but not limited to, price and service termination disclosure from its AGS.

CUSTOMER ELECTION:

The Customer must contact the AGS directly to obtain competitive electric service. The AGS is required to follow the enrollment procedures as described in the Alternate Generation Supplier Coordination Tariff. If a Customer contacts the Company to request initial service from an AGS, or to request a change of suppliers, the Company will inform the Customer that the AGS must be contacted directly with the request. The Company will also provide the Customer with a list of DP&L approved AGSs and contact information.

HOURLY METERS:

Any Customer who chooses to take Generation Service under this Tariff Sheet and has a maximum annual peak demand greater than or equal to two hundred (200) kW for the most recent twelve (12) month period must install at their own expense an hourly wireless interval meter. The Company will make the interval meter request form and approved equipment list available on the public section of the DP&L Internet Site. All meters will be the sole property of the Company.

If communication arrangements are unsatisfactory, the Customer will be charged the manual interval meter read fee provided for in this tariff and may be returned to the Standard Offer Rate at the Company's discretion after notification.

SCHEDULE OF FEES AND CHARGES:

Manual Interval Meter Read: \$88.00 per meter read

LIMITATION OF LIABILITY:

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

Filed pursuant to the Opinion and Order in Case No. 22-0900-EL-SSO dated August 9, 2023 of the Public Utilities Commission of Ohio.

Issued August 25, 2023

Sixth Revised Sheet No. G9 Cancels Fifth Revised Sheet No. G9 Page 3 of 3

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE COMPETITIVE RETAIL GENERATION SERVICE

CERTIFIED AGS

A list of all AGSs can be found on DP&L's website at www.dpandl.com or by calling DP&L at 1-800-way-togo.

Filed pursuant to the Opinion and Order in Case No. 22-0900-EL-SSO dated August 9, 2023 of the Public Utilities Commission of Ohio.

Issued August 25, 2023

Twenty-Fifth Revised Sheet No. G10 Cancels Twenty-Fourth Revised Sheet No. G10 Page 1 of 4

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE STANDARD OFFER RATE (SOR)

DESCRIPTION OF SERVICE:

This Tariff Sheet provides the Customer with Generation Service from the Company that will be metered and billed on an energy-only basis.

APPLICABLE:

This rate will be assessed on a service-rendered basis beginning June 1, 2024.

REQUIRED SERVICES:

Customers receiving Generation Service under this Tariff Sheet must also take service under:

Distribution Tariff Sheets No. D17 to D25, based on applicability. Transmission Cost Recovery Rider – Non-bypassable Sheet No. T8.

CHARGES: Energy Charge

The following \$/kWh charges will be assessed on a bypassable basis:

Residential	Non-PIPP	<u>PIPP</u>
All kWh	\$0.0857985	\$0.0657029
Residential Heating	Non-PIPP	<u>PIPP</u>
All kWh (S)	\$0.0857985	\$0.0657029
All kWh (W)	\$0.0725740	\$0.0555759
Secondary	\$0.0857985	
Primary	\$0.0836026	
Primary-Substation	\$0.0827370	
High Voltage	\$0.0827370	
Street Lighting	\$0.0857985	

Filed pursuant to the Finding and Order in Case No. 24-0336-EL-RDR dated May 29, 2024 of the Public Utilities Commission of Ohio.

Issued May 31, 2024 Effective June 1, 2024

Twenty-Fifth Revised Sheet No. G10 Cancels Twenty-Fourth Revised Sheet No. G10 Page 2 of 4

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE STANDARD OFFER RATE (SOR)

Private Outdoor Lighting

		<u>/lamp</u>	
Fixture Charge:	<u>kWh</u>	Non-PIPP	<u>PIPP</u>
3,600 Lumens Light Emitting Diode	14	\$1.2011796	\$0.9198401
8,400 Lumens Light Emitting Diode	30	\$2.5739564	\$1.9710859

THE FOLLOWING FIXTURES ARE NOT AVAILABLE FOR NEW INSTALLATIONS:

		<u>/lam</u>	<u>/lamp</u>	
Fixture Charge:	<u>kWh</u>	Non-PIPP	<u>PIPP</u>	
9,500 Lumens High Pressure Sodium	39	\$3.3461433	\$2.5624116	
28,000 Lumens High Pressure Sodium	96	\$8.2366604	\$6.3074747	
7,000 Lumens (Nominal) Mercury	75	\$6.4348909	\$4.9277146	
21,000 Lumens (Nominal) Mercury	154	\$13.2129761	\$10.1182407	
2,500 Lumens (Nominal) Incandescent	64	\$5.4911069	\$4.2049831	
7,000 Lumens (Nominal) Fluorescent	66	\$5.6627040	\$4.3363889	
4,000 Lumens (Nominal) Post Top Mercury	43	\$3.6893375	\$2.8252231	

The Fixture Charge shall include a lamp with luminaire, controlled automatically, and where needed an upsweep arm not over six (6) feet in length, on an existing pole, where service is supplied from existing secondary facilities of the Company. The four thousand (4,000) Lumens Post Top Mercury Fixture Charge for underground service only, shall include a post for twelve (12) foot mounting height.

The Summer (S) period shall be the months of June, July, August, September, and October.

The Winter (W) period shall be the months of January, February, March, April, May, November, and December.

Filed pursuant to the Finding and Order in Case No. 24-0336-EL-RDR dated May 29, 2024 of the Public Utilities Commission of Ohio.

Issued May 31, 2024

Effective June 1, 2024

Twenty-Fifth Revised Sheet No. G10 Cancels Twenty-Fourth Revised Sheet No. G10 Page 3 of 4

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE STANDARD OFFER RATE (SOR)

ALTERNATIVE ENERGY COMPONENT:

Embedded in the SOR charges is the alternative energy component charge of \$0.0000018 per kWh.

Pursuant to R.C. 4928.644(B), mercantile customers registered as self-assessing purchasers under R.C. 5727.81(C) are exempt from the alternative energy component included in this Rider effective January 1, 2020.

PIPP:

"PIPP" or "PIPP Plus" or "Percentage of income payment plan plus" means the income-based payment plan for low-income, residential customers administered in accordance with Ohio Revised Code Section 4928.53 and Ohio Administrative Code Section 122:5-3 allowing eligible customers to pay a percentage of household income in lieu of the actual bill for residential service.

TERM:

The charges contained in the Tariff will be updated and reconciled on an annual basis. DP&L will file with the Public Utilities Commission of Ohio on or before April 15 of each year for rates effective June 1 through May 31 of the subsequent year, unless otherwise ordered by the Commission. This Tariff is subject to reconciliation, including but not limited to, refunds to customers, based upon the results of audits approved and ordered by the Commission.

There is no minimum required term under this Tariff Sheet; however, if the Customer selects an Alternate Generation Supplier, applicable Switching Fees will apply as defined in Tariff Sheet No. D34.

DEFAULT SERVICE:

Customers who do not select an Alternate Generation Supplier, opt-out of a government aggregation program or are dropped by their Alternate Generation Supplier due to a violation of coordination obligations will be served under this Tariff Sheet.

Filed pursuant to the Finding and Order in Case No. 24-0336-EL-RDR dated May 29, 2024 of the Public Utilities Commission of Ohio.

Issued May 31, 2024

Effective June 1, 2024

Issued by Thomas A. Raga, President

Twenty-Fifth Revised Sheet No. G10 Cancels Twenty-Fourth Revised Sheet No. G10 Page 4 of 4

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE STANDARD OFFER RATE (SOR)

RULES AND REGULATIONS:

All Generation Service of the Company is rendered under and subject to the Rules and Regulations contained within this Schedule and any terms and conditions set forth in any Service Agreement between the Company and the Customer.

Filed pursuant to the Finding and Order in Case No. 24-0336-EL-RDR dated May 29, 2024 of the Public Utilities Commission of Ohio.

Issued May 31, 2024

Effective June 1, 2024

Original Sheet No. G11 Page 1 of 2

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE COGENERATION AND SMALL POWER PRODUCTION TARIFF

DESCRIPTION OF SERVICE:

This Tariff Sheet provides the terms and conditions of standard market-based rate for electricity transactions between The Dayton Power and Light Company ("Company" or "DP&L") and Qualifying Facilities ("QF") as provided by PURPA, specifically for small power production and cogeneration facilities. A QF means a small power producer and/or cogenerator that meets the criteria specified by the Federal Energy Regulatory Commission (FERC) in 18 C.F.R. Sections 292.203(a) and (b) and has made the requisite filings before the FERC to obtain QF status. PURPA means the Public Utility Regulatory Policies Act of 1978, as amended by the Energy Policy Act of 2005, at 16 U.S.C.S Section 824a-3. This Tariff Sheet will be administered in accordance with Ohio Administrative Code Section 4901:1-10-34.

APPLICABLE:

Available to any customer that is registered with FERC as a QF and is not being served under the Company's Net Metering Tariff Sheet No. D5. To receive service under this Tariff Sheet, the Company and QF must enter into a Service Agreement that specifies the length and the terms and conditions of service. A QF is not permitted under this Tariff to make partial sales of the QF output to third parties. A QF shall be responsible for providing the total energy generated by the QF facility to the Company.

TERMS AND CONDITIONS:

All QF must operate their interconnected facilities pursuant to the operating requirements of PJM and in accordance with the Company's specifications for interconnection and parallel operation.

All QF interconnecting at the distribution level must comply with the guidelines set forth in Chapter 4901:1-22 of the Ohio Administrative Code, and enter into a standard interconnection agreement with the Company.

All QF interconnected at the transmission level must comply with PJM's policies and procedures for interconnection, including interconnection procedures for small generators.

RATES:

Energy payments to QF shall be based on the location marginal price in PJM's day-ahead energy market at PJM's pricing node that is closest to the QF point of injection, or at a relevant trading hub or zone.

Filed pursuant to the Opinion and Order in Case No. 17-2285-EL-ATA dated April 25, 2018 of the Public Utilities Commission of Ohio.

Issued April 30, 2018

Effective May 1, 2018

Original Sheet No. G11 Page 2 of 2

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE COGENERATION AND SMALL POWER PRODUCTION TARIFF

Locational marginal price means the hourly integrated market clearing price for energy at the location the energy is delivered or received.

A QF may elect to execute a negotiated contract with the Company instead of selling the electrical output of the QF at the standard market-based rate. The terms of the contract may take into account, among other factors, a utility's system costs, contract duration, QF availability during daily or system peaks, whether the utility avoids costs from the daily or system peaks, and costs or savings from line losses. Any such contract shall be subject to approval by the Public Utilities Commission of Ohio (PUCO) within one hundred twenty days of its filing with the PUCO.

DP&L will charge a monthly administrative fee equal to the applicable Distribution service tariff Customer Charge.

METERING:

A QF will be required to install a wireless interval meter to register the flow of electricity in both directions on an interval basis. If a QF's existing meter is not a wireless interval meter, the Company, upon written request from the QF, shall install at the QF's expense a wireless interval meter capable of registering the flow of electricity in both directions on an interval basis.

RULES AND REGULATIONS:

All electric service of the Company is rendered under and subject to the Rules and Regulations contained within this Schedule and any terms and conditions set forth in any Service Agreement between the Company and the QF.

Filed pursuant to the Opinion and Order in Case No. 17-2285-EL-ATA dated April 25, 2018 of the Public Utilities Commission of Ohio.

Issued April 30, 2018

Effective May 1, 2018

Fourth Revised Sheet No. G12 Cancels Third Revised Sheet No. G12 Page 1 of 1

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE RESERVED FOR FUTURE USE

Filed pursuant to the Opinion and Order in Case No. 22-0900-EL-SSO dated August 9, 2023 of the Public Utilities Commission of Ohio.

Issued August 25, 2023

Original Sheet No. G13 Page 1 of 1

P.U.C.O. No. 17 ELECTRIC GENERATION SERVICE GREEN ENERGY ALTERNATIVE

PURPOSE:

This tariff provides the terms and conditions for customers who wish to contract for renewable energy generation service.

APPLICABLE:

Available to mercantile customers defined in Ohio Revised Code Section 4928.01(A)(19) which states "mercantile customer" means a commercial or industrial customer if the electricity consumed is for nonresidential use and the customer consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states.

DESCRIPTION:

The green energy alternative is designed to fulfill the intent of Ohio Revised Code Section 4928.47. Customers interested in taking service under this tariff shall enter into a service agreement with the Company outlining terms and conditions for specific projects.

REQUIRED SERVICES:

Customers receiving Generation Service under this Tariff Sheet must also take service under:

Distribution Tariff Sheet Nos. D17 through D25 based on applicability. Transmission Cost Recovery Rider Sheet No. T8

TERMS OF THE SERVICE AGREEMENT:

The term of the Service Agreement between the Company and the Customer will be customer specific but must be a minimum of three (3) years. Any Service Agreement between the Company and a mercantile customer electing to take service under this tariff shall be submitted to the Commission for approval pursuant to Ohio Revised Code Section 4928.47.

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