

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of	:	Case No. 13-0833-EL-POR
The Dayton Power and Light Company for	:	
Approval of Its Energy Efficiency Portfolio	:	Case No. 13-0837-EL-WVR
Plan	:	

STIPULATION AND RECOMMENDATION

Ohio Administrative Code Rule 4901:1-30 provides that any two or more parties to a proceeding may enter into a written stipulation covering the issues presented in that proceeding. This Stipulation and Recommendation ("Stipulation") sets forth the understanding of the parties that have signed below (the "Signatory Parties"). The Signatory Parties recommend that the Public Utilities Commission of Ohio ("Commission") approve and adopt, as part of its Opinion and Order, this Stipulation which will resolve all of the issues relative to The Dayton Power and Light Company's ("DP&L" or the "Company") Energy Efficiency Portfolio Plan in the above-captioned proceeding.

This Stipulation is a product of lengthy, serious, arm's-length bargaining among the Signatory Parties (who are capable, knowledgeable parties) with the participation of the Commission's Staff,¹ which negotiations were undertaken by the Signatory Parties to settle this proceeding. No party was excluded from settlement negotiations in this case. This Stipulation is supported by adequate data and information; as a package, the Stipulation benefits customers and the public interest; promotes effective competition and the development of a competitive

¹ The PUCO Staff will be considered a party for the purpose of entering into this Stipulation. Rule 4901-1-10(c), Ohio Admin. Code.

marketplace; represents a just and reasonable resolution of all issues in this proceeding; violates no regulatory principle or practice; and complies with and promotes the policies and requirements of Ohio Revised Code §4928. This Stipulation is entitled to careful consideration by the Commission, where, as here, it is sponsored by parties representing a wide range of interests. For purposes of resolving all issues raised by these proceedings, the Signatory Parties stipulate, agree and recommend as set forth below.

This Stipulation is submitted for purposes of this proceeding only, and neither this Stipulation, nor any Commission ruling considering this Stipulation, shall be deemed binding or precedent in any other proceeding, except to the extent necessary to enforce the terms of this Stipulation. Except for purposes of enforcement of the terms of this Stipulation, this Stipulation, (and the information and data contained therein or attached) and any Commission rulings adopting it, shall not be relied upon or cited as precedent in any future proceeding for or against any Signatory Party, or the Commission itself. The circumstances of this case are unique, and thus, using the terms of this Stipulation in any other case is inappropriate and undermines the willingness of the parties to compromise. The Signatory Parties' agreement to this Stipulation, in its entirety, shall not be cited or interpreted in a future proceeding before this Commission as their agreement to only an isolated provision of this Stipulation or to any position, argument, or recommendation presented in this proceeding. No specific element or item contained in or supporting this Stipulation shall be construed or applied to attribute the results set forth in this Stipulation as the results that any Signatory Party might support or seek, but for this Stipulation in these proceedings or in any other proceeding. This Stipulation recognizes that each Signatory Party may disagree with individual provisions of this Stipulation, but recognizes that the Stipulation has value as a whole.

This Stipulation is a reasonable compromise involving a balancing of competing positions, and it does not necessarily reflect the position that one or more of the Signatory Parties would have taken if these issues had been fully litigated. This Stipulation shall not be interpreted to reflect the positions that a Signatory Party would take regarding an individual provision in this Stipulation standing alone.

This Stipulation is expressly conditioned upon its adoption by the Commission in its entirety and without material modification. Should the Commission reject or materially modify² all or any part of this Stipulation, the Signatory Parties shall have the right, within thirty (30) days of issuance of the Commission's Order, to file an application for rehearing or to terminate and withdraw the Stipulation by filing a notice with the Commission. The Signatory Parties agree they will not oppose or argue against any other Signatory Party's notice of termination or application for rehearing that seeks to uphold the original, unmodified Stipulation. If, upon rehearing, the Commission does not adopt the Stipulation in its entirety and without material modification, any Signatory Party may terminate and withdraw from the Stipulation. Termination and withdrawal from the Stipulation shall be accomplished by filing a notice with the Commission, including service to all Signatory Parties, in this proceeding within thirty (30) days of the Commission's Order or ruling on rehearing or other ruling subsequent to the original order that does not adopt the Stipulation in its entirety without material modification, as applicable. Upon the filing of a notice of termination and withdrawal, the Stipulation shall immediately become null and void.

² Any Signatory Party has the right, in its sole discretion, to determine what constitutes a "material modification" for the purposes of that Party withdrawing from the Stipulation.

Prior to the filing of such a notice, the Signatory Party wishing to terminate agrees to work in good faith with the other Signatory Parties to achieve an outcome that substantially satisfies the intent of the Stipulation and, if a new agreement is reached that includes the Signatory Party wishing to terminate, then the new agreement shall be filed for Commission review and approval. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are unsuccessful in reaching a new agreement that includes all Signatory Parties to the present Stipulation, the Commission will convene an evidentiary hearing such that the Signatory Parties will be afforded the opportunity to present evidence through witnesses and cross-examination, present rebuttal testimony, and brief all issues that the Commission shall decide based upon the record and briefs as if this Stipulation had never been executed.

WHEREAS, The Dayton Power and Light Company ("DP&L") is an electric transmission, distribution and generation utility serving hundreds of thousands of electric customers in Ohio; and

WHEREAS, in Case No. 08-1094-EL-SSO, the Commission approved a Stipulation and Recommendation which established an Energy Efficiency Portfolio Plan (pursuant to Ohio Administrative Code 4901:1-39-04) for DP&L; and

WHEREAS, in Case No. 09-1986-EL-POR, the Commission approved a Stipulation and Recommendation supplementing the previously approved Energy Efficiency Portfolio Plan in Case No. 08-1094-EL-SSO; and

WHEREAS, DP&L filed an Application in Case No. 13-0833-EL-POR on April 15, 2013 for approval of its updated energy efficiency and peak demand reduction program portfolio plan ("Program Portfolio") in accordance with O.A.C. §4901: 1-39-04;

Now, therefore, for the purposes of resolving all issues raised in this proceeding, the Signatory Parties stipulate, agree and recommend as follows:

I. Portfolio Plan Programs

A. DP&L will implement energy efficiency programs as described in its 2013-2015 Program Portfolio attached as Exhibit A, except as modified by the provisions contained within this stipulation and recommendation.³

B. Ohio Partners for Affordable Energy (OPAE)

- i. DP&L agrees to source to OPAE the Residential Low Income Affordability Program for the remainder of the 2013 Plan year. For the 2014 and 2015 Plan years, DP&L agrees to source 100% of the customer funded Residential Low Income Affordability Program to OPAE. For all contracts, OPAE agrees to work with DP&L to establish mutually agreeable performance targets and continuation of the contracts will be conditioned upon meeting such targets. All funding provided to OPAE from the Residential Low Income Affordability Program will be net of DP&L costs.
- ii. DP&L may cancel the OPAE contract for cause or in the event the Commission denies recovery of funding for the Company's Portfolio Plan consistent with the terms and conditions of the current contract.

C. Ohio Hospital Association (OHA)

- i. DP&L will reserve from its business programs budgets \$75,000 per year for the 2014 and 2015 program years for the Ohio Hospital Association to

³ OCC is not signing this Stipulation with regard to provisions I. C and D; however, OCC supports the Stipulation in its totality.

- conduct hospital energy audits, promote energy efficiency and DP&L programs to its members, and conduct energy efficiency training. In addition, DP&L and OHA agree to work together to explore the feasibility of establishing a tracking mechanism for the savings generated by its members within the DP&L service area. This tracking mechanism may establish a baseline of energy usage by OHA members so that savings can be tracked as a percentage of the baseline. Information from this tracking may be used to identify energy efficiency progress and opportunities with OHA members.
- ii. DP&L and OHA will partner on the development and deployment of the Energy Star Portfolio Manager Pilot Program initiative.
 - iii. OHA agrees to report to the collaborative at least twice during the term of DP&L's 2013-2015 Program Portfolio on the use of the funds described in paragraph I.C.i., above.

D. Ohio Manufacturers Association Energy Group (OMAEG)

- i. DP&L will work with the OMAEG to communicate energy efficiency programs to manufacturers. To assist in the development of comprehensive communication tools and strategies to promote DP&L's energy efficiency/peak demand reduction (EE/PDR) programs with its members, assist in their participation, and conduct energy efficiency training, DP&L shall provide the OMA \$30,000 annually from shareholder funds for the term of DP&L's Program Portfolio. To the extent the OMA is able to assist DP&L in educating its members on DP&L's programs and gain participation of the OMA's members, it is expected that this funding will offset DP&L's

promotional costs. The OMA will work with DP&L to verify energy savings totaling one half of a percent or more of combined retail annual energy sales averaged over the OMA members' 2010-2012 baseline.

- ii. DP&L will provide a one-time payment of \$30,000 from shareholder funds toward cost-sharing research with the OMA. Topics of investigation with the seed funding may include:
 - 1. Point-of-sale cogged v-belt program;
 - 2. Industrial insulation prescriptive measure; and
 - 3. "New Production" program, similar to "New Construction" for commercial buildings.
- iii. OMA agrees to report to the collaborative at least twice during the term of DP&L's 2013-2015 Program Portfolio regarding baseline savings and the cost-sharing research described above.

E. Industrial Energy Users (IEU)

- i. For the term of the 2013-2015 Program Portfolio, DP&L acknowledges that mercantile customers who self-direct their EE/PDR projects and apply for and receive an exemption from the Energy Efficiency Rider (EER) or who elect to receive a cash payment in lieu of an exemption through the PUCO's EEC Pilot program as authorized and permanently adopted by the Commission in Case No. 10-834-EL-POR maintain the rights to the energy efficiency capacity for purposes of bidding the capacity into PJM auctions but may elect to voluntarily commit the right to bid the energy efficiency capacity to DP&L, such that DP&L could bid the energy efficiency capacity into PJM auctions.

The demand response capabilities of customers, regardless of the option exercised, shall count towards DP&L's compliance with the peak demand reduction benchmarks as set forth in R.C. § 4928.66. In the event that mercantile exemptions negatively impact the actual capacity DP&L can use to meet its PJM auction commitments, DP&L may purchase replacement capacity in the incremental auctions to cover the shortfall as outlined in III. D. of this agreement.

F. People Working Cooperatively (PWC)

- i. DP&L agrees to provide PWC \$200,000 annually for the 2014 and 2015 Plan years from its Pilot Program to deliver customer funded weatherization and energy efficiency services to low income customers. For all contracts, PWC agrees to work with DP&L to establish mutually agreeable performance targets and continuation of the contracts will be conditioned upon meeting such targets.
- ii. DP&L may cancel the PWC contract for cause or in the event the Commission denies recovery of funding for the Company's Portfolio Plan consistent with the terms and conditions of the contract.

G. Ohio Energy Group (OEG)

- i. DP&L's Energy Efficiency Rider (EER) rate design for non-residential tariff classes will be a combination of distribution revenue and kWh sales. Specifically, 30% of the non-residential EER costs will be allocated to non-residential tariff classes based on the most recent 12 months of distribution revenue. The other 70% of the non-residential EER costs will be allocated to

non-residential tariff classes based on the most recent 12 months of billed sales (kWh). The resulting EER cost per tariff class will be divided by 12 months of forecasted sales to derive a \$ / kWh for the non-residential EER.

- ii. The Company and OEG agree that nothing in this Stipulation will prohibit OEG members from electing to opt-out of DP&L's EE programs and subsequent payment of the EER to the extent permitted by law.

H. Ohio Environmental Council (OEC)

- i. DP&L will consider the cost-effectiveness and feasibility of developing a Combined Heat and Power (CHP) and Waste Energy Recovery (WER) program for potential inclusion in DP&L's updated energy efficiency and peak demand reduction program portfolio plan to be filed by April 15, 2016. OEC will present its proposal concerning a potential CHP and WER program to the Collaborative by July 1, 2014 and DP&L will present its evaluation of the proposal by the end of calendar year 2014. DP&L will reserve \$250,000 from the Pilot Program budget for customer incentive payments for CHP and WER. Additionally, DP&L commits to working with interested collaborative members on an educational workshop for potential CHP customers in DP&L's service territory and sponsoring the workshop with funds from the Pilot Program.

- I. DP&L will expand the scope of its existing Government Audit program to include all C&I customer classes. The audit program will continue to be funded out of the Custom Rebate program.

- J. DP&L agrees to place the pilot program on the agenda for each of its quarterly Energy Efficiency Collaborative meetings where it and pilot program implementers will discuss the previous quarter's activities and the upcoming quarter's plans.
- K. DP&L agrees to allocate a minimum of 10% of the annual Residential Lighting Program incentive budget to incentivize LED lighting for the 2014 program year and 20% of the annual Residential Lighting Program incentive budget to incentivize LED lighting for the 2015 program year. If 50% of the LED incentive allocation has not been used by September 1 of each year, DP&L may use the remaining LED annual allocation to incentivize other residential lighting products.

II. Cost Recovery

- A. The structure and function of DP&L's existing cost recovery mechanism, the Energy Efficiency Rider ("EER"), has been approved by the Commission in DP&L's ESP Case, Case No. 08-1094-EL-SSO.⁴ Since the Company's proposed Program Portfolio for 2013-2015 is substantially unchanged from that which has been implemented since 2009, the EER will continue in its same form, with carrying costs equal to 5.86% on any over- or under-recovered balances, except for the following changes:
 - i. The shared savings incentive for over compliance will be included in the forecasted EER rate.
 - ii. Costs for DP&L's new Pilot Program will be added to forecasted program costs to be included in the forecasted EER rate.

⁴ That mechanism provides that program costs will be assigned to and paid by, for collection purposes, the respective rate classes whose customers are eligible for the program. For example, program costs for customers in a nonresidential customer class will not be collected from residential customers and residential program costs will not be collected from non-residential customers.

iii. The EER rate design will be modified as described in I.G.i. above.

The EER will be updated to incorporate these changes, along with updating the reconciliation portion of the rate with the most recent deferral balance, within 30 days of a Commission order approving this Stipulation.

B. In addition, the Parties agree to implementation of a Shared Savings mechanism⁵ that provides an after-tax net benefit of 87% to DP&L's Customers and 13% to DP&L, based on the Utility Cost Test (UCT), when the Company exceeds its energy efficiency requirements (kWh) by 15%.

C. DP&L will be eligible for shared savings if it exceeds the benchmarks of R.C. §4928.66 (A)(1)(a) and (A)(1)(b) for a particular calendar year, in accordance with the following chart:

Incremental Energy Savings Achievement	Shared Savings Incentive %
< 100%	0.0%
100%-105%	5.0%
>105%-110%	7.5%
>110%-115%	10.0%
>115%	13.0%

⁵ The Ohio Energy Group (OEG), Industrial Energy Users of Ohio (IEU-OH), and the Office of the Ohio Consumers' Counsel (OCC) support the Stipulation. However, OEG and IEU-OH take no position regarding Sections II.B through F, nor do they support or oppose such sections, so that their support for the Stipulation may not be used as precedent in any other proceeding. Additionally, OCC takes no position on the use of an after-tax calculation or the use of the UCT in paragraph II. B, because OCC prefers the use of a pre-tax calculation and the use of the Total Resource Cost test.

Any shared savings benefit recovered by DP&L will be capped at \$ 13.5 million (\$4.5 million per year over three years), on an after-tax basis, over the term of the 2013-2015 Program Portfolio.

- D. For utility shared savings purposes, total gross, annualized savings against the benchmark requirements will be used in the shared savings calculation. The following programs will not be included in the calculation of the shared savings incentive: Mercantile Self-Direct, Residential Low Income Affordability, Pilot Program, and Transmission and Distribution Infrastructure Improvements.
- E. DP&L understands that it may only count savings for shared savings one-time (meaning there is no double counting of shared savings) and only in the year in which the savings were generated. In a year in which previous years' over-compliance is used to comply with the benchmarks, shared savings shall be based only on impacts generated in the current year.
- F. DP&L may only count savings for compliance one time (meaning there is no double counting for compliance) during the plan timeframe of 2013-2015, but reserves the option of either counting any portion of over-compliance in the year of compliance or banking any portion of over-compliance for use in connection with a subsequent year. To reduce the cost of compliance for a future Program Portfolio, any over-compliance achieved may be carried over to the next plan.
- G. DP&L agrees that the lost revenue cap totaling \$72 million over the seven year period ending December 31, 2015 as established in Case No. 08-1094-EL-SSO will continue to apply over the term of the 2013-2015 Program Portfolio. This means that DP&L will

collect no more than \$72 million dollars total of lost distribution revenues related to its first energy efficiency portfolio (approved in Case No. 08-1094-EL-SSO) and its second portfolio (Case No. 13-833-EL-POR) through December 31, 2015.

- H. If the Commission does not authorize collection of lost distribution revenues from customers relating to DP&L's First Energy Efficiency Portfolio (approved in Case No. 08-1094, et al.) or Second Energy Efficiency Portfolio (Case No. 13-833-EL-POR) after a hearing held for DP&L's Third Energy Efficiency Portfolio Application, the Signatory Parties agree that DP&L shall not collect lost distribution revenues related to its First Energy Efficiency Portfolio⁶ or Second Energy Efficiency Portfolio beyond December 31, 2015. If DP&L files a base distribution rate case where its basic volumetric rate design is not altered and new distribution rates take effect before December 31, 2015, DP&L will reset its distribution rates for purposes of collecting lost distribution revenue. However, DP&L will not collect lost distribution revenues beyond December 31, 2015, without Commission approval as stated above.
- I. If DP&L files a distribution revenue decoupling application in its next distribution rate case, and its revenue decoupling application is approved by the Commission before December 31, 2015, then any approved lost distribution revenue recovery for customers whose revenue is decoupled will cease as of the time that such approved decoupling mechanism becomes effective.

⁶ Nothing in this Stipulation and Recommendation limits the future actions or positions that a Signatory Party may take with regard to DP&L's collection lost distribution revenues resulting from its First and Second Energy Efficiency Portfolios.

III. PJM Auctions

- A. The proceeds from the PJM auctions, including those from the 2016-2017 PJM Base Residual Auction (BRA), if any, net of evaluation costs and any other administrative expenses necessary to conduct the bid for efficiency resources⁷ including but not limited to the cost of collateral and penalties, shall be shared between DP&L and DP&L's Customers with 80% of the net auction proceeds credited to DP&L's Customers through the EER.
- B. Upon PUCO approval of DP&L's Program Portfolio and subsequent to the 2016-2017 BRA, DP&L agrees to bid at least 75% of the Program Portfolio megawatts (MWs), which are eligible⁸ to be bid⁹ pursuant to PJM rules, into PJM BRAs occurring during the term of the 2013-2015 Program Portfolio. Further, DP&L will bid projected megawatts from the 2016 program year into each PJM BRA occurring during the term of the 2013-2015 Program Portfolio. For purposes of including 2016 megawatts in the bid, DP&L will assume projected megawatts from the 2016 program year to be equal to at least 50% of the

⁷ "Efficiency resources" is defined as the energy efficiency and demand response resources, both existing and planned, that are expected to be created under DPL's 2013-2015 Program Portfolio Application in Case No. 13-833-EL-POR. These resources specifically exclude mercantile self-direct resources unless a self-direct mercantile customer affirmatively and explicitly chooses to grant its energy efficiency capacity resources to DPL by separate agreement.

⁸ "Eligible" is defined for purposes of this Stipulation as existing and planned energy efficiency savings and demand response that comply with PJM Manuals 18 and 18b.

⁹ Eligible Program Portfolio megawatts specifically exclude energy efficiency capacity resources created via mercantile self-direct energy efficiency projects. Mercantile self-direct energy efficiency projects are defined herein as projects for which a mercantile customer has committed certain energy efficiency resources to DP&L for purposes of DP&L's compliance with Am. Sub. SB 221 benchmarks through the PUCO's EEC Pilot program as authorized and permanently adopted by the Commission in Case No. 10-834-EL-POR, in exchange for (1) the customer's exemption from Rider EER, or (2) a cash payment in lieu of exemption from Rider EER, while retaining their ownership rights to demand reductions associated with their energy efficiency measures for purposes of bidding the capacity into PJM. In either case, customers may choose to affirmatively and explicitly commit their energy efficiency capacity resources to DP&L, by separate agreement, such that DP&L could bid the committed energy efficiency capacity resources into PJM auctions.

eligible megawatts in the 2015 plan year. Specifically, DP&L will bid into the BRA taking place in 2014, for PJM delivery year 2017/2018, and DP&L will bid into the BRA taking place in 2015, for PJM delivery year 2018/2019.

- C. All prudently incurred penalties, evaluation costs, administrative costs and capital collateral costs associated with bidding into PJM will be netted against PJM revenues prior to sharing of auction proceeds.
- D. If DP&L falls short of the energy efficiency and peak demand reduction resources that cleared the PJM BRA for any year, and to avoid payment of penalties, DP&L may purchase replacement capacity in the incremental auctions corresponding to the applicable PJM BRA to cover the shortfall. The balance of the incremental auction purchases shall be charged against the net PJM revenue for energy efficiency resources for the delivery year.
- E. If the costs outlined in C and D above are greater than the corresponding PJM revenue, the net costs will be recovered through DP&L's EER. To help manage this risk, DP&L will include in its BRA bid price the reasonably anticipated costs associated with the capacity bid into the BRA.
- F. The parties acknowledge and understand that PJM calculations can differ regarding coincident peak MW values and ultimately PJM approves the eligible MW value. Further, the parties agree and understand that PJM makes the final determination as to the eligibility of capacity that may be bid into the auctions. Consequently, the parties agree that DP&L will not be penalized for determinations by PJM that result in MW values falling below the agreed-upon thresholds.

- G. DP&L will work with the Energy Efficiency Collaborative to explore the potential for DP&L to bid projected megawatts from years beyond the term of the 2013-2015 Program Portfolio, including projected megawatts from the 2017 program year. No later than the third quarter of 2014, DP&L will present to the Energy Efficiency Collaborative: (1) the results of the 2017/2018 BRA; and (2) DP&L's analysis of the feasibility and potential benefits, costs and risks of bidding projected megawatts from the 2017 program year into the 2018/2019 BRA.

IV. Other

- A. The Signatory Parties support DP&L's request for a waiver from the Commission to file the annual Portfolio Status Report on May 15 instead of March 15 each year to provide sufficient time for adequate evaluation, measurement and verification of plan results. Comments on the Portfolio Status Report by others, including signatories to this Stipulation, will be due 90 days from the date of the filing.
- B. By approving the Stipulation, the Commission is granting DP&L appropriate accounting authority related to the EER, as described above, to record a regulatory asset for any under-recovery or a regulatory liability for any over-recovery of energy efficiency portfolio program costs, lost revenues excluding generation revenue, and shared savings.
- C. The Signatory Parties support DP&L's request that the Commission approve a waiver of the part-year reporting convention requirement and allow DP&L to use the annualized reporting convention for purposes of benchmark compliance each year.
- D. The Company will continue to work with Vectren Energy Delivery of Ohio (VEDO) to further develop energy efficiency and peak demand response (EE/PDR) joint delivery programs.

- E. DP&L will open dialogue with the Ohio Energy Resources Division of the Ohio Development Services Agency to discuss where Ohio Advanced Energy Fund program offerings could be used by eligible energy consumers, as determined by the Ohio Energy Resources Division of the Ohio Development Services Agency, to finance/enhance their participation in DP&L's EE/PDR efforts.
- F. DP&L will open dialogue with the Ohio Air Quality Development Authority to discuss where program offerings could be used by eligible energy consumers, as determined by the Ohio Air Quality Development Authority, to finance/enhance their participation in DP&L's EE/PDR efforts.
- G. All Signatory Parties will be eligible for membership in DP&L's existing Energy Efficiency Collaborative, which was formed pursuant to the Stipulation and Recommendation filed in Case No. 08-1094-EL-SSO, *et al.* In addition to the topics normally discussed in the Energy Efficiency Collaborative, the topic of DP&L potentially bidding into the PJM BRA subsequent to 2015, for PJM delivery year 2019/2020, will be explored.
- H. In its 3rd Quarter 2014 Collaborative meeting, DP&L will propose potential alternatives to administration of the qualification and bidding of eligible Program Portfolio MWs into PJM capacity auctions, including the possibility of transitioning the administration of qualification and bidding activities to a third-party administrator or vendor to aggregate and fully qualify the energy efficiency projects as qualified capacity resources for purposes of bidding approved Program Portfolio MWs into the PJM capacity auctions on behalf of DP&L. If transitioning of the administration of the qualification and bidding activities is determined by DP&L to be a potentially cost-effective enhancement, DP&L

may at its sole discretion issue an RFP, reviewed by the Collaborative, for the purposes of selecting a vendor to administer the qualification and bidding of eligible Program Portfolio MWs into PJM capacity auctions, with the intent of having the selected vendor in place in time for DP&L's participation in the 2015 PJM Base Residual Auction.

IN WITNESS THEREOF, the undersigned parties agree to this Stipulation and Recommendation as of this 2nd day of October, 2013. The undersigned parties respectfully request the Commission to issue its Opinion and Order approving and adopting this Stipulation.

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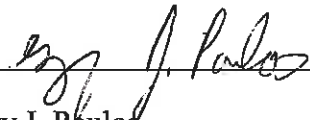
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Case No(s). 13-0833-EL-POR, 13-0837-EL-WVR

Summary: Stipulation The Dayton Power and Light Company's Stipulation and Recommendation electronically filed by Mrs. Karen M Boman on behalf of Sobecki, Judi L. Ms.