

consideration by the Commission, where, as here, it is sponsored by parties representing a wide range.

For the purpose of resolving all issues raised in this proceeding, the Signatory Parties stipulate, agree and recommend as follows:

I. PARTIES

This Stipulation is entered into by and among DP&L, its successors and assigns, and the other Signatory Party. The Signatory Parties fully support this Stipulation and urge the Commission to accept and approve it.

II. ECONOMIC DEVELOPMENT RIDER

The Signatory Parties agree to the following terms and conditions:

1. DP&L shall recover incremental administrative costs relating to the development of new unique arrangements, re-negotiating unique arrangements, and contract development and management in future Economic Development Rider True-Up filings.

2. DP&L shall not seek recovery of administrative costs relating to the billing of unique arrangements, the applications for the unique arrangements, case expense associated with the unique arrangements, the annual reporting of the unique arrangements, nor time spent by its regulatory operations personnel.

3. The actual incremental administrative costs incurred from September 1, 2013 through February 28, 2014 that qualify for recovery under Section 1 above are \$9,094.94. This amount plus actual costs qualifying for recovery under Section 1 above from March 1, 2014 through August 31, 2014 will be included in DP&L's next Economic Development Rider

(“EDR”) True-up rate. Actual labor costs will not incur carrying charges until the month after a Commission Order in this proceeding.

4. DP&L agrees to provide to Staff during subsequent EDR True-Up filings supporting documentation related to incremental administrative costs to ensure that all such costs are truly incremental costs in relation to rates established in the Company’s base rates in order to avoid double recovery.

5. The Signatory Parties stipulate, agree, and recommend that the Commission admit the Company’s Application and accompanying materials filed March 31, 2014, into the record of this proceeding.

III. OTHER CONDITIONS

In arms-length bargaining, the parties have negotiated terms and conditions that are embodied in this Stipulation. This agreement resolves a variety of difficult, complicated issues that would otherwise be resolved only through expensive, complex, and protracted litigation. This Stipulation contains the entire agreement among the Signatory Parties, and embodies a complete settlement of all claims, defenses, issues, and objections in this proceeding. Any objections to DP&L's application or motions filed by the Signatory Parties that are inconsistent with this Stipulation shall be deemed withdrawn upon approval by the Commission of this Stipulation. The Signatory Parties agree that this Stipulation and Recommendation is in the best interests of the public and of all parties, and urge the Commission to adopt it.

This Stipulation is submitted for purposes of this case and should not be understood to reflect the positions which the Signatory Parties would have taken if all of the issues in the proceeding had been litigated. As with most stipulations reviewed by the

Commission, the willingness of the Signatory Parties to sponsor this document jointly is predicated on the reasonableness of the Stipulation taken as a whole.

This Stipulation is not to be relied upon in any other proceedings, except as necessary to enforce the terms of this Stipulation. The parties agree that if the Commission rejects all or any part of this Stipulation, or otherwise materially modifies its terms, any adversely affected party shall have the right within thirty (30) business days of the Commission's Order, either to file an application for rehearing or to terminate and withdraw from the Stipulation by filing a notice with the Commission. The Signatory Parties agree to, and intend to support the reasonableness of, this Stipulation before the Commission and in any appeal from the Commission's adoption or enforcement of this Stipulation. If not fully adopted by the Commission or if rejected by the Supreme Court of Ohio, the Stipulation shall not prejudice any of the positions taken by any party on any issue before the Commission in any other proceeding and shall not be admissible evidence in this or any other proceeding.

IN WITNESS WHEREOF, the undersigned parties agree to this Stipulation and Recommendation as of this 8th day of July, 2014. The undersigned parties respectfully request the Commission to issue its Opinion and Order approving and adopting this Stipulation.

THE DAYTON POWER AND LIGHT
COMPANY

By: /s/ Judi L. Sobecki (per authority RPO)
Judi L. Sobecki

STAFF OF THE PUBLIC UTILITIES
COMMISSION OF OHIO

By: /s/ Ryan P. O'Rourke
Ryan P. O'Rourke

CERTIFICATE OF SERVICE

I certify that a copy of this document was served by email on July 8, 2014 to the following:

Judi.sobecki@aes.com

Attorney Examiners:

Byrce.mckenney@puc.state.oh.us

Greg.price@puc.state.oh.us

/s/ Ryan P. O'Rourke

Ryan P. O'Rourke

Assistant Attorney General

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Case No(s). 14-0401-EL-RDR

Summary: Stipulation Stipulation and Recommendation electronically filed by Mrs. Tonnetta Y Scott on behalf of PUCO