BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of The Dayton Power and Light Company to Establish a Fuel Rider.	: : :	Case No. 14-117-EL-FAC

STIPULATION AND RECOMMENDATION

INTRODUCTION

Rule 4901-1-30, Ohio Administrative Code (O.A.C.) provides that any two or more parties to a proceeding may enter into a written stipulation covering the issues presented in such a proceeding. The purpose of this document is to set forth the understanding and agreement of the Parties that have signed below (Parties) and to recommend that the Public Utilities Commission of Ohio (Commission) approve and adopt this Stipulation and Recommendation (Stipulation), which resolves all of the issues raised by Parties in these cases relative to establishing The Dayton Power and Light Company's (DP&L) Fuel Rider for the audit period of January 1, 2013 through December 31, 2013.

This Stipulation is supported by adequate data and information, documented for the record in these proceedings (as agreed to by the Signatory Parties) as follows: (I) DP&L quarterly Fuel Rider filings and (II) the Management/Performance and Financial Audit of the Fuel and Purchased Power Rider of The Dayton Power and Light Company (2013 Audit Report) filed on August 21, 2014. Each Signatory Party agrees not to object

to the introduction of the above-referenced documents into evidence in this proceeding, but each Signatory Party's agreement not to object is with the explicit reservation that it is not necessarily concurring or agreeing with each or any of the opinions and conclusions set forth therein.

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, which negotiations were undertaken by the Signatory Parties to settle this proceeding. This Stipulation was negotiated among all parties to the proceeding and no party was excluded from negotiations. This Stipulation is supported by adequate data and information; as a package, the Stipulation benefits customers and the public interest; 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 Chapter 4928. While this Stipulation is not binding on the Commission, it is entitled to careful consideration by the Commission, where, as here, it is sponsored by parties representing a wide range.

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 for purposes of enforcement of the terms of this Stipulation, this Stipulation (and the information and data contained therein or attached) and Commission rulings that adopt the Stipulation shall not be relied upon or cited as precedent in any other proceeding for or against any 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 provision contained in this Stipulation shall be construed or applied in any other proceeding to attribute the results set forth in this Stipulation as the results that any Signatory Party might support or seek, but for this Stipulation. This Stipulation recognizes that each Signatory Party may disagree with individual provisions of this Stipulation, but believes 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. In the event the Commission issues an order that does not adopt the Stipulation in its entirety without material modification,[1]

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[1] Any 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.

any Party may file an application for rehearing or terminate and withdraw from the Stipulation by filing a notice with the Commission, including service to all Parties, in the docket within thirty (30) days of the Commission's order. Other Parties to this Stipulation agree that they will not oppose or argue against any other Party's application for rehearing that seeks to uphold the original, unmodified Stipulation. In the event the Commission issues an entry on rehearing that does not adopt the Stipulation in its entirety without material modification, any Party may terminate and withdraw from the Stipulation by filing a notice with the Commission, including service to all Parties, in the docket within thirty (30) days of the Commission's entry on rehearing (or other entry or order subsequent to the original order that does not adopt the Stipulation in its entirety without material modification). Upon the filing of a notice of termination and withdrawal, the Stipulation shall immediately become null and void.

Prior to the filing of a notice of termination and withdrawal, the Party wishing to terminate agrees to work in good faith with the other Parties to achieve an outcome that substantially satisfies the intent of the Stipulation and, if a new agreement is reached that includes the 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 Parties will be afforded the opportunity to present evidence through witnesses, to cross-examine witnesses, to present rebuttal testimony, and to brief all issues that the Commission shall decide based upon the record and briefs as if

this Stipulation had never been executed. Some, or all, of the Parties may submit a new agreement to the Commission for approval if the discussions achieve an outcome they believe substantially satisfies the intent of the present Stipulation.

All the Signatory Parties fully support this Stipulation and urge the Commission to accept and approve the terms herein.

The Parties agree that the settlement and resulting Stipulation is a product of serious bargaining among capable, knowledgeable parties. This Stipulation is the product of an open process in which all parties were represented by experienced counsel. The Stipulation represents a comprehensive compromise of issues raised by Signatory Parties with diverse interests. The Signatory Parties[2] have signed the Stipulation and adopted it as a reasonable resolution of all issues. The Signatory Parties believe that the Stipulation that they are recommending for Commission adoption presents a fair and reasonable result.

The Signatory Parties agree that the settlement, as a package, benefits customers and is in the public interest.

WHEREAS, all of the related issues and concerns raised by the Signatory Parties have been addressed in the provisions of this Stipulation, and reflect, as a result of such discussions and compromises by the Signatory Parties, an overall reasonable resolution of all such issues. This Stipulation is the product of the discussions and negotiations of the Signatory Parties, and is not intended to reflect the views or proposals that any individual

[2] The Commission Staff is a party for the purpose of entering into this Stipulation by virtue of O.A.C. 4901-1-10(C).

Party may have advanced acting unilaterally. Accordingly, this Stipulation represents an accommodation of the diverse interests represented by the Parties, and is entitled to careful consideration by the Commission;

WHEREAS, this Stipulation represents a serious compromise of complex issues and involves substantial benefits that would not otherwise have been achievable; and

WHEREAS, the Signatory Parties believe that the agreements herein represent a fair and reasonable resolution of the issues raised in the case set forth above concerning DP&L's Application to establish its Fuel Rider;

NOW, THEREFORE, the Signatory Parties stipulate, agree and recommend that the Commission make the following findings and issue its Opinion and Order in these proceedings approving this Stipulation in accordance with the following:

1. Upon approval of this Stipulation by PUCO order, DP&L will credit the Fuel rider, for the benefit of DP&L's customers, by $14,692.40. This amount represents 50% of the jurisdictional share of DP&L's portion of the net proceeds received during 2013 from the owner of a refined coal facility operated at the Stuart Station, excluding amounts received under a ground lease.[3]

2. DP&L will continue to credit the jurisdictional share of gains and losses from the resale of coal to the Fuel Rider.

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[3] The Signatory Parties explicitly reserve the right to challenge the percentage of the jurisdictional share of DP&L's portion of the net proceeds received from the owner of a refined coal facility operated at DP&L's generating facilities for future audit periods.

3. Prior to the 2014 fuel audit, DP&L will consider additional modifications to its credit policy, but shall not be obligated to make or propose any modifications.

4. DP&L will comply with its credit policy for all coal procurements. Additionally, for procurements made pursuant to an RFP, DP&L will create contemporaneous documentation that will be available for review in future audits. This contemporaneous documentation will be made for the purpose of DP&L demonstrating compliance with its credit policy by showing that the tons purchased plus tons remaining to be delivered under then-existing contracts remain below the ceiling level for tons established under the credit policy.

5. DP&L will make corrections to the allocation of renewables administrative costs by crediting $14,593 to the Alternative Energy Rider for the benefit of DP&L's customers.

The undersigned Parties hereby stipulate and agree and each represents that it is authorized to enter into this Stipulation and Recommendation this 28th day of October 2014.

On Behalf of The Dayton Power and Light Company

Randall V. Griffin per email authority TWM 10/28/14

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On Behalf of The Office of the Ohio Consumers' Counsel

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PROOF OF SERVICE

I hereby certify that a true copy of the foregoing **Stipulation and Recommendation** submitted on behalf of the Staff of the Public Utilities Commission of Ohio, was served by regular U.S. mail, postage prepaid, or hand-delivered, upon the following Parties of Record, this 28th day of October, 2014.

/s/ Thomas W. McNamee
Thomas W. McNamee
Assistant Attorney General

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Case No(s). 14-0117-EL-FAC

Summary: Agreement Stipulation and Recommendation submitted by Assistant Attorney General Thomas McNamee on behalf of the Staff of the Public Utilities Commission of Ohio. electronically filed by Kimberly L Keeton on behalf of Public Utilities Commission of Ohio