

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of	:	Case No. 16-649-EL-POR
The Dayton Power and Light Company for	:	
Approval of Its Energy Efficiency Portfolio	:	Case No. 16-1369-EL-WVR
Plan	:	

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**STIPULATION AND RECOMMENDATION**

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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,<sup>1</sup> 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

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<sup>1</sup> 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 Chapter 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 modify<sup>2</sup> 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.

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<sup>2</sup> 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 distribution utility as defined by Ohio Revised Code § 4928.01 and a public utility as defined by Ohio Revised Code § 4905.02, 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, in Case No. 13-0833-EL-POR, DP&L filed its second Energy Efficiency Portfolio Plan on April 15, 2013, and the Commission approved the Stipulation and

Recommendation for DP&L's second Energy Efficiency Portfolio Plan on December 4, 2013;  
and

WHEREAS, while DP&L's second Energy Efficiency Portfolio Plan was to last through plan year 2015, with the signing of Senate Bill (S.B.) 310 on June 13, 2014, DP&L was presented with the option of either continuing its second Energy Efficiency Portfolio Plan through 2016, with no amendments, or file a new Portfolio Plan; and

WHEREAS, DP&L chose to extend its second Energy Efficiency Portfolio Plan through 2016; and

WHEREAS, in Case Nos. 16-649-EL-POR and 16-1369-EL-WVR, DP&L filed its proposed third Energy Efficiency Portfolio Plan with the Commission on June 15, 2016, originally intended to cover Program Years 2017 through 2019; and

WHEREAS, DP&L, through discussions with the other Signatory Parties, including Commission Staff, has determined that a one (1) year extension, through 2017, of DP&L's existing Portfolio Plan Programs, subject to the express modifications, specifications and commitments detailed herein, will best achieve DP&L and the other Signatory Parties goals and objectives such that it will benefit all interested parties and the public interest;

Now, therefore, for the purposes of resolving all issues related to DP&L's energy efficiency and peak demand reduction programs, obligations and commitments for 2017, the Signatory Parties stipulate, agree and recommend as follows:

**I. Portfolio Plan Programs and Commitments for 2017**

- A. For 2017, DP&L will continue the energy efficiency programs as set forth in DP&L's 2015 program budget filed with its second Energy Efficiency Portfolio Plan, except as modified by the terms and provisions contained within this Stipulation and Recommendation ("Stipulation"). For 2017, a cap on costs associated with DP&L's energy efficiency programs and any shared savings resulting from these programs will be set at 4% of DP&L's revenue for 2015, as reported on DP&L's 2015 FERC Form 1, page 300, line 10, total sales to ultimate consumers.<sup>3</sup>
- B. DP&L agrees to source to Ohio Partners for Affordable Energy ("OPAE") 100% of the Residential Low Income Affordability Program for 2017. 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.
- i. 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. DP&L will provide \$75,000 from its business programs budget in 2017 for Ohio Hospital Association ("OHA") to 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 continue using the current tracking mechanism for the savings

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<sup>3</sup> Ohio Environmental Council ("OEC") and Environmental Defense Fund ("EDF") do not support the cost cap referenced in Section I.A. However, OEC and EDF support the other provisions of the Stipulation and will not oppose adoption of the Stipulation in its entirety.

generated by its members within the DP&L service area. This tracking mechanism establishes a baseline of energy usage by OHA members so that savings can be tracked as a percentage of the baseline. Information from this tracking will continue to be used to identify energy efficiency progress and opportunities with OHA members.

- i. DP&L will continue the current level of commitment of \$50,000 toward OHA's Energy Cup program from DP&L's Business Incentives programs.
- ii. OHA agrees to report to the collaborative at least twice during 2017 on the use of the funds described in paragraph I.C. and I.C.i., above.

D. DP&L will work with the Ohio Manufacturers Association Energy Group ("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 OMAEG with \$30,000 in 2017 from shareholder funds. To the extent OMAEG is able to assist DP&L in educating its members on DP&L's programs and gain participation of OMAEG's members, it is expected that this funding will offset DP&L's promotional costs. OMAEG 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 OMAEG members' 2014-2016 baseline.

- i. OMAEG agrees to report to the collaborative at least twice during 2017 regarding baseline savings.

E. All eligible customers may elect to opt-out of DP&L's energy efficiency programs and subsequent payment of the EER to the extent permitted by law.

- F. For 2017, DP&L acknowledges that mercantile customers who apply for and receive an exemption from the Energy Efficiency Rider (EER) 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.
- G. DP&L agrees to provide People Working Cooperatively ("PWC") \$200,000 for 2017 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.
- i. 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.
- H. 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, 50% 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 50% 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.

- I. DP&L will continue the Combined Heat and Power (CHP) and Waste Energy Recovery (WER) program as developed in accordance with the terms and conditions set forth in the stipulation and recommendation approved by the PUCO on December 4, 2013. DP&L will reserve \$250,000 from the Custom Rebate Program budget for customer incentive payments for CHP and WER.
- J. 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.
- K. DP&L agrees to continue 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.
- L. DP&L agrees to allocate 100% of the annual Residential Lighting Program incentive budget to incentivize LED lighting for the 2017. DP&L will continue offering incentives for LED streetlights and outdoor lighting. DP&L will continue to pursue an approved Tariff in DP&L's Distribution Rate Case, Case No. 15-1830-EL-AIR, that includes LED outdoor lighting as a default option, with non-LED options phased out.

M. DP&L will reserve a combined total of \$600,000 from the residential and non-residential program dollars to offer marketing and incentives for true “smart” or “learning” thermostats, \$450,000 of which will be reserved for customer incentives.<sup>4</sup>

- i. Customers will be able to purchase a smart thermostat and receive a rebate directly from DP&L, or an instant rebate through a third party vendor or retail outlet that will be attributed to DP&L. Third party vendors will commit to provide proof of sale and that the eligible thermostat was sold to a DP&L customer.
- ii. The rebate will be initially set at \$75, but can be adjusted to encourage adoption of smart thermostats. DP&L agrees to provide third party vendors 4 weeks’ notice prior to adjusting the rebate incentive amount.
- iii. To the extent possible, DP&L will work with the local gas utility on bundling rebate opportunities for customers. DP&L will further commit to consider and evaluate, for implementation, smart thermostat marketing and educational opportunities presented by collaborative members.
- iv. The cost-effectiveness of smart thermostats, and the various distribution channels, will be studied through the evaluation, measurement and verification process, and results will be used to inform the effectiveness of future program designs.

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<sup>4</sup> Ohio Manufacturers Association Energy Group (“OMAEG”) supports the Stipulation. However, OMAEG takes no position regarding Section I.M. so that their support for the Stipulation may not be used as precedent in any other proceeding.

## **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.<sup>5</sup> Since DP&L's proposed plan for the 2017 program year is substantially unchanged from that which was last implemented, the EER will continue in its same form, with carrying costs on programs equal to DP&L's most recently approved cost-of-debt 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.
- iii. The EER rate design will be modified as described in I.H. above.
- iv. DP&L will be permitted to recover lost distribution revenues incurred during 2016 and DP&L will continue to recover lost distribution revenues going forward, until incorporated in a distribution decoupling rider.

The EER Tariff, as proposed in 16-329-EL-RDR, 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. This Tariff filing will be implemented after 30 days on the first billing cycle of the next month, as long as no issues are raised by the Staff or Commission.

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<sup>5</sup> 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.

- B. In addition, the Signatory Parties agree to implementation of a Shared Savings mechanism 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%

- Any shared savings benefit recovered by DP&L for 2017 will be capped at \$4.5 million, on an after-tax basis.
- 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, Transmission and Distribution Infrastructure Improvements, or energy efficiency savings achieved through actions taken by customers without the assistance of utility sponsored programs.
- 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.

- F. DP&L may only count savings for compliance one time (meaning there is no double counting for compliance) during 2017, 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. With approval and implementation of DP&L's pending Distribution Rate Case, Case No. 15-1830-EL-AIR, the amount of the lost distribution revenues will be reset consistent with the outcome of that case.

### **III. PJM Auctions**

- A. The proceeds from the PJM auctions, including those from the 2020-2021 PJM Base Residual Auction (BRA) and incremental auctions, if any, net of evaluation costs and any other administrative expenses necessary to conduct the bid for efficiency resources<sup>6</sup> 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 Commission approval of this Stipulation, DP&L agrees to bid at least 75% of the 2017 Program Portfolio megawatts (MWs) which are eligible<sup>7</sup> to be bid<sup>8</sup> pursuant to PJM

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<sup>6</sup> "Efficiency resources" is defined as the energy efficiency and demand response resources, both existing and planned, that are expected to be created in 2017. 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.

<sup>7</sup> "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.

<sup>8</sup> 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

rules into the PJM BRA occurring during 2017. DP&L is not precluded from bidding into incremental auctions occurring during 2017. Further, DP&L will bid projected megawatts from the 2018 program year into the PJM BRA occurring during the term of the 2017 extension. For purposes of including 2018 megawatts in the bid, DP&L will assume projected megawatts from the 2018 program year to be equal to at least 50% of the eligible megawatts in the 2017 plan year. Specifically, DP&L will bid into the BRA taking place in 2017, for PJM delivery year 2020/2021.

- 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

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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.

include in its auction bid price the reasonably anticipated costs associated with the capacity bid into the auction.

- 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 2017, including projected megawatts from the 2019 program year. No later than the third quarter of 2017, DP&L will present to the Energy Efficiency Collaborative: (1) the results of the 2020/2021 BRA and incremental auctions; and (2) DP&L's analysis of the feasibility and potential benefits, costs and risks of bidding projected megawatts from the 2019 program year into the 2021/2022 BRA.

#### **IV. Other**

- A. DP&L will file a three (3) year Energy Efficiency Portfolio Plan for the years 2018-2020 by June 15, 2017, which will include a proposed stand-alone smart thermostat program at an amount equal to or greater than the \$600,000 set forth in this Stipulation.<sup>9</sup> DP&L is

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<sup>9</sup> OMAEG supports the Stipulation. However, OMAEG takes no position regarding inclusion of the smart thermostat program to be proposed in DP&L's June 15, 2017 portfolio plan as set forth in of Section IV.A., so that their support for the Stipulation may not be used as precedent in any other proceeding.

authorized to continue programs and cost recovery consistent with this Stipulation until the Commission has issued an Order on DP&L's June 15, 2017 portfolio plan.

- B. 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.
- C. After the completion of the 2017 program year, DP&L shall prepare an auditable summary of all costs incurred for 2017, and that summary as part of DP&L's annual rider true-up filing. The summary shall include all costs associated with shared savings and programs administered in 2017, including all known and anticipated costs associated with the 2017 program year which would be paid during a following period of time, as well as costs for evaluation, measurement and verification that were incurred during the 2017 program year. The summary shall also include DP&L's cost cap applicable to the 2017 program year as set forth in I.A. To the extent that the shared savings and program costs set forth in the summary of costs exceeds the cost cap a set forth in I.A, the amount of shared savings recoverable by DP&L shall be reduced to the extent necessary in order to not exceed the cap.
- D. 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.



- E. DP&L will use the annualized reporting convention for purposes of benchmark compliance each year as set forth in R.C. 4928.662(C).
- F. 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.
- G. DP&L will continue its attempt to establish a 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.
- H. DP&L will continue its attempt to establish a 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.
- I. 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 2017, for PJM delivery year 2021/2022, will be explored.
- J. No programs, plans, obligations and/or commitments from the 2013-2015 Portfolio Program Stipulation and Recommendation, apart from those specified within this Stipulation, shall be extended and/or applicable to DP&L. This Stipulation is intended by

all of the Signatory Parties to represent the complete and full extension of DP&L's existing program for the 2017 program year.

IN WITNESS THEREOF, the undersigned parties agree to this Stipulation and Recommendation as of this 13<sup>th</sup> day of December, 2016. 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/ Jeremy M. Grayem

Jeremy M. Grayem  
Counsel for The Dayton Power and Light  
Company  
250 West Street  
Columbus, Ohio 43215  
P: (614) 462-2284  
[jeremy.grayem@icemiller.com](mailto:jeremy.grayem@icemiller.com)

STAFF OF THE PUBLIC UTILITIES  
COMMISSION OF OHIO

By: /s/ Natalia V. Messenger (by JMG per  
telephone authority)

John H. Jones  
Natalia V. Messenger  
Assistant Attorney General  
Public Utilities Section  
180 East Broad Street, 6<sup>th</sup> Floor  
Columbus, Ohio 43215  
P: (614) 466-4395  
[john.jones@ohioattorneygeneral.com](mailto:john.jones@ohioattorneygeneral.com)  
[natalia.messenger@ohioattorneygeneral.com](mailto:natalia.messenger@ohioattorneygeneral.com)

OHIO ENVIRONMENTAL COUNCIL  
AND THE ENVIRONMENTAL DEFENSE  
FUND

By: /s/ Miranda Leppla (by JMG per e-mail authority)

Trent Dougherty  
Miranda Leppla  
Ohio Environmental Council  
1145 Chesapeake Ave, Suite 1  
Columbus, Ohio 43212-3449  
P: (614) 487-7506  
[tdougherty@theoec.org](mailto:tdougherty@theoec.org)  
[mleppla@theoec.org](mailto:mleppla@theoec.org)

John Finnigan (0018689)  
Senior Attorney  
Environmental Defense Fund  
128 Winding Brook Lane  
Terrace Park, Ohio 45174  
P: (513) 226-9558  
[jfinnigan@edf.org](mailto:jfinnigan@edf.org)

PEOPLE WORKING COOPERATIVELY,  
INC.

By: /s/ Devin D. Parram (by JMG per e-mail authority)

Devin D. Parram  
BRICKER & ECKLER LLP  
100 South Third Street  
Columbus, Ohio 43215-4291  
P: (614) 227-2335  
[dparram@bricker.com](mailto:dparram@bricker.com)

OHIO HOSPITAL ASSOCIATION

By: /s/ Richard L. Sites (by JMG per e-mail authority)

Richard L. Sites  
Regulatory Counsel  
Ohio Hospital Association  
155 East Broad Street, 3<sup>rd</sup> Floor  
Columbus, Ohio 43215-3620  
P: (614) 221-7614  
[rick.sites@ohiohospitals.org](mailto:rick.sites@ohiohospitals.org)

Matthew W. Warnock  
Dylan F. Borchers  
BRICKER & ECKLER LLP  
100 South Third Street  
Columbus, Ohio 43215-4291  
P: (614) 227-2335  
[mwarnock@bricker.com](mailto:mwarnock@bricker.com)  
[dborchers@bricker.com](mailto:dborchers@bricker.com)

OHIO PARTNERS FOR AFFORDABLE  
ENERGY

By: /s/ Colleen L. Mooney (by JMG per e-mail authority)

Colleen L. Mooney  
Ohio Partners for Affordable Energy  
231 West Lima Street  
Findlay, Ohio 45839-1793  
P: (419) 425-8860  
[cmooney@ohiopartners.org](mailto:cmooney@ohiopartners.org)

THE KROGER CO.

By: /s/ Angela P. Whitfield (by JMG per e-mail authority)

Angela P. Whitfield  
Carpenter Lipps & Leland LLP  
280 North High Street, Suite 1300  
Columbus, Ohio 43215  
P: (614) 365-4100  
[paul@carpenterlipps.com](mailto:paul@carpenterlipps.com)

OHIO MANUFACTURERS ASSOCIATION  
ENERGY GROUP

By: /s/ Kimberly W. Bojko (by JMG per e-mail authority)

Kimberly W. Bojko  
Danielle M. Ghiloni  
Carpenter Lipps & Leland LLP  
280 North High Street, Suite 1300  
Columbus, Ohio 43215  
P: (614) 365-4100  
[Bojko@carpenterlipps.com](mailto:Bojko@carpenterlipps.com)  
[Ghiloni@carpenterlipps.com](mailto:Ghiloni@carpenterlipps.com)

INTERSTATE GAS SUPPLY, INC.

By: /s/ Joseph Olikier (by JMG per e-mail authority)

Joseph Olikier  
IGS Energy  
6100 Emerald Parkway  
Dublin, Ohio 43016  
P: (614) 659-5000  
[joliker@igsenergy.com](mailto:joliker@igsenergy.com)

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Summary: Stipulation and Recommendation submitted by The Dayton Power and Light Company electronically filed by Mr. Jeremy M. Grayem on behalf of Dayton Power & Light