BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of The Dayton Power and Light Company for Approval of Its Electric Security Plan	:	Case No. 16-0395-EL-SSO
In the Matter of the Application of The Dayton Power and Light Company for Approval of Revised Tariffs	:	Case No. 16-0396-EL-ATA
In the Matter of the Application of The Dayton Power and Light Company for Approval of Certain Accounting Authority Pursuant to Ohio Rev. Code § 4905.13	:	Case No. 16-0397-EL-AAM

AMENDED 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 Amended 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 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, and represented by counsel) 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 proceedings 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; promotes effective competition and the development of a competitive 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 Chapter 4928, Revised Code. Although this Stipulation is not binding on the Commission, it is entitled to careful consideration by the Commission, where, as here, it is sponsored by Signatory Parties representing a wide range of interests.

WHEREAS, in order to comply with Ohio Rev. Code § 4928.143, DP&L filed an Application and Supporting Testimony, Schedules and Workpapers in this proceeding;

WHEREAS, the Signatory Parties engaged in extensive discovery in this proceeding, with The Dayton Power and Light Company ("DP&L" or "the Company") responding to over 1,200 discovery requests; three DP&L witnesses were deposed; DP&L deposed 22 intervenor witnesses;

WHEREAS, the terms of this Stipulation are reasonable to ensure that DP&L can maintain its financial integrity and modernize its distribution infrastructure so that customers receive stable and reliable service; and

WHEREAS, the terms and conditions of this Stipulation satisfy the policies of the State of Ohio as set forth in Section 4928.02, Revised Code.

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

I. Term

1. To assist in maintaining rate certainty, improving the financial health of the DP&L so as to allow it the opportunity to achieve and maintain an investment grade credit rating, and continue to provide safe and stable service in Ohio, the Signatory Parties agree that the ESP term shall begin upon Commission approval of this Stipulation, and shall run for a period of six (6) years.

II. Distribution Service and Grid Modernization

To allow DP&L to provide stable and certain distribution service and to modernize its distribution grid, the Signatory Parties agree to the following terms.

1. AES/DPL Contributions: DP&L, on behalf of itself and DPL Inc., agrees to the following:

a. During the ESP term, DPL Inc. will not make any dividend payments to AES Corporation or to AES Ohio Generation, LLC.

b. During the DMR term, DPL Inc. agrees that it will not make any contractually-required tax-sharing payments to AES Corporation ("Tax Sharing Liabilities"). Pursuant to the preceding sentence, AES Corporation agrees to forgo collection of the Tax Sharing Liabilities payable throughout the DMR term, and DPL Inc. will not continue to accrue the Tax Sharing Liabilities in its financial statements. AES and DPL Inc. will convert the entirety of the current and non-current DPL Inc. Tax Sharing Liabilities to an additional equity investment in DPL Inc. on or before the effective date of the ESP. Thereafter, during the term of the

DMR, AES and DPL Inc. will, each month, convert the additional DPL Inc. Tax Sharing Liabilities for that month to an additional equity investment in DPL Inc. AES, DP&L and DPL Inc. agree that the conversions will not be reversed at any future date.

c. Assuming FERC approval, DP&L agrees to transfer its generation assets and non-debt liabilities to AES Ohio Generation, LLC, an affiliated subsidiary of DPL Inc., within 180 days following final Commission approval of this Stipulation, provided that the Commission approves this Stipulation without material modifications.

d. DP&L (or the affiliate to whom the generation assets are transferred) will commit to commence a sale process to sell to a third party its ownership in Conesville, Miami Fort, and Zimmer Stations.

e. AES Corporation will use all proceeds from any sale of the coal generation assets to make discretionary debt repayments at DP&L and DPL Inc.

2. Distribution Modernization Rider/Distribution Investment Rider

a. DP&L will implement a non-bypassable Distribution Modernization Rider ("DMR") for years 1 through 3 of the term of the ESP. The DMR shall be designed to collect $105 million in revenue per year.[1] With Commission

[1] IGS, RESA, and Ohio Manufacturers' Association Energy Group ("OMAEG") do not support but agree not to oppose Section II.2. of the Stipulation taking into consideration the Stipulation as a package. IGS', RESA's, and OMAEG's non-opposition shall not be relied upon in any other forum or proceeding.

approval, DP&L may have the option of extending the duration of Rider DMR for an additional two years. DP&L may apply for such extension by filing an application in a separate docket by June 1, 2019. The Commission will determine the amount of the Rider DMR for the two-year extension period based upon the evidence presented in the separate docket, including, but not limited to evidence of DPL Inc.'s and DP&L's financial needs and evidence of the measures undertaken by DPL Inc. and DP&L, to address their financial issues. Any Signatory Parties or Non-Opposing Parties[2] to this Stipulation may advocate for or oppose the request for a DMR extension in the separate docket.

b. Cash flow from the DMR will be used to (a) pay interest obligations on existing debt at DPL Inc. and DP&L; (b) make discretionary debt prepayments at DPL Inc. and DP&L; and (c) position DP&L to make capital expenditures to modernize and/or maintain DP&L's transmission and distribution infrastructure.

c. The cost allocation of the DMR to tariff classes will balance the bill impact to customers, fairness, and cost-causation principles. This allocation shall be as follows: 34% allocated based on 5 Coincident Peaks, 33% allocated based on distribution revenue, and 33% based on historic allocation of the currently charged non-bypassable rider. DMR cost allocation and rate design are shown in Exhibit A. DMR will include an

[2] "Non-Opposing Parties" shall be those parties that sign this Stipulation as Non-Opposing Parties.

annual true-up mechanism, without carrying charges. Rate design within the classes is summarized as:

i. Residential, secondary and lighting classes will be $/kWh rates by year three. DP&L will phase in the proposed rate design for the Residential Heating class and Secondary class over a two year period. DMR rates are provided in Exhibit A.

ii. All other classes will include both energy and demand rates.

d. A DP&L Distribution Investment Rider ("DIR") will be established, set initially at zero, to recover incremental distribution capital investments recorded in Account 101 Plant In Service related to FERC Plant Accounts 360-374. Recovery of revenue requirements will be based upon and commence with the resolution of DP&L's distribution rate case (Case No. 15-1830-EL-AIR) or a future distribution rate case. All other matters related to the DIR, including, but not limited to cost allocation, term, rate design, and annual revenue caps, shall be addressed in the pending (Case No. 15-1830-EL-AIR) or a future distribution rate case.

e. Rider DMR revenues shall be excluded from Significantly Excessive Earnings Test ("SEET") calculations. DP&L's SEET threshold will remain at 12%.

3. Smart Grid Rider

a. Distribution Infrastructure Modernization Plan: DP&L will file a comprehensive Distribution Infrastructure Modernization Plan ("Modernization Plan") within three months of completion of the Commission's Power Forward initiative or February 1, 2018, whichever is earlier unless an extension is recommended by Staff or granted by the Commission.

b. The Modernization Plan should assess and analyze the cost-effectiveness and provide a cost/benefit analysis of all of its components and provide anticipated timelines for deployment. The Modernization Plan will identify operational cost savings from the program. The Modernization Plan will include a proposal for specific technology components, including but not limited to: advanced metering infrastructure (AMI), including smart meters; meter data management systems capable of providing bill-quality data, i.e., data that has gone through the validation, estimation, and editing "VEE" process, to CRES providers and authorized third parties; system-wide distribution automation; and volt-VAR optimization.

c. The costs of DP&L's grid modernization efforts as outlined in the to-be-filed Modernization Plan, once approved by the Commission, will be recovered through a new Smart Grid Rider ("SGR"). The costs of the grid modernization program will be subject to an annual prudence review. The SGR shall be set initially at zero. All other matters relating to the SGR

shall be addressed in a future proceeding seeking approval of the Modernization Plan. Any Signatory Parties or Non-Opposing Parties to this Stipulation may advocate for or oppose all or some components of the Modernization Plan.

III. Standard Offer Rate

1. As originally proposed in DP&L's ESP, DP&L will implement a bypassable, Standard Offer Rate that will be based on competitive bid auctions, as accepted by the Commission in Case No. 08-1094-EL-SSO and charged on a $/kWh basis for all tariff classes. However, the Standard Offer Rate will be modified from DP&L's original proposal as follows:

a. Consistent with the current process, DP&L will procure RECs to meet the requirements in ORC 4928.64 and recover those reasonable and prudent costs on a bypassable basis. Although these amounts will be separately identified in supporting schedules, these amounts will be included as a component of the Standard Offer Rate instead of a separate Alternative Energy Rider ("AER") Tariff. This maintains the simplicity of one Tariff for bypassable charges that allows for an easy price-to-compare. Additionally, DP&L agrees to not implement the cash working component of the Standard Offer Rate as originally proposed in the Application.

b. For the proposed Standard Offer Rate, DP&L will phase in the proposed rate design for the Residential Heating Class and Secondary Class over a two year period such that DP&L's proposed rate design will be in place beginning year 3 of the ESP.

c. The Unbilled Fuel as proposed in the Application will be recovered and tracked separately on a bypassable basis over a three-year period with no carrying charges.

d. In DP&L's filed distribution rate case (Case No. 15-1830-EL-AIR), there will be an evaluation of costs contained in distribution rates that may be necessary to provide standard service offer service. Any reallocation of costs to the standard service offer as a result of this evaluation will be revenue neutral to DP&L.

IV. Economic Development Rider

1. To further State policy and enhance the State's effectiveness in the global economy, DP&L will offer several different economic development incentives to large customers that are Signatory or Non-Opposing Parties. Customers may receive only one of the incentives below, and incentives may not be combined. The provisions in this Section shall expire when the DMR expires, or when an equivalent economic stability charge intended to provide financial stability to DP&L or DPL Inc., whether proposed in this case or another proceeding, expires.[3] DP&L will implement the following economic development incentives:

a. The following economic development incentives will be equal to $(0.0040) per kWh for all kWh:

i. *Economic Improvement Incentive* available to single site customers with MW demand of 10 MW or greater with an average load factor

[3] The expiration of the current RSC shall have no effect upon, or invoke, this provision.

of at least 80%. The Signatory or Non-Opposing Parties that qualify for the incentive are: one member of Ohio Energy Group ("OEG") (both accounts), one member of Industrial Energy Users-Ohio ("IEU") and Miami Valley Hospital (the Ohio Hospital Association).

ii. *Automaker Incentive* available to single site customers with MW demand of 4 MW or greater. The Signatory or Non-Opposing Parties that qualify for the incentive are: One member of OEG, Honda of America Mfg., Inc. ("Honda"), and one other member of OMAEG.

iii. *Ohio Business Incentive* available to businesses headquartered in the State of Ohio; this incentive will aggregate accounts within the DP&L service area and must achieve a total average demand of 2 MW or greater. The Signatory or Non-Opposing Parties that qualify for the incentive are: Honda, two other members of OMAEG, The Kroger Co. ("Kroger"), and one member of IEU.

2. The costs of these programs will be recovered through DP&L's non-bypassable Economic Development Rider ("EDR"), consistent with how those costs are allocated and recovered through that rider currently.

V. Economic Development Grant Fund

1. DP&L agrees to make the following economic development payments, which payments shall not be recoverable from customers. The provisions in this Section shall expire

when the DMR expires, or when an equivalent economic stability charge intended to provide financial stability to DP&L or DPL Inc., whether proposed in this case or another proceeding, expires[4].

a. Economic Development grant fund of $1,000,000 annually for use by customers within DP&L's service territory for energy programs and infrastructure.

b. Within 60 days of Commission approval of the Stipulation, DP&L shall provide the first of no more than five economic development grants that will total $2 million dollars over the term of the ESP. DP&L will consult with the Adams County officials to identify the most appropriate third-party to administer the funds. The funds will be used specifically for (a) economic development activities, (b) workforce development, and (c) direct financial education assistance for job training at state or federally licensed educational institutions for individual DP&L employees who work at generation facilities in Adams and Brown Counties, Ohio and surrounding communities. At least half of the funds provided by DP&L shall be used for job training. DP&L further agrees to collaborate with local and statewide economic development organizations to identify and promote potential economic development in Adams and Brown Counties.

c. To partially offset the costs of this Stipulation and rate design modifications, within ten days of an Order by the Commission authorizing

[4] See footnote 3.

DP&L to file tariff sheets to collect the Distribution Modernization Rider, DP&L will pay $145,000 to IEU-Ohio for the benefit of its members, $18,000 to OMAEG for the benefit of its members and $160,000 to Kroger, according to instructions for payment provided by the parties. Thereafter, DP&L will pay the same amounts to IEU-Ohio, OMAEG and Kroger, according to instructions for payment provided by the parties, on the annual anniversary of the date on which the first payment described in the prior sentence was made. If the Commission, another administrative agency, or a court modifies the proposed amount to be collected or credited under the Distribution Modernization Rider or the EDR credits, the parties agree that such modification is a material modification and agree to negotiate in good faith to amend this paragraph so that the parties receive the expected value of the agreement. In no event shall IEU-Ohio, OMAEG, Kroger or any of their benefiting members be obligated to return all or any portion of any payment made by DP&L.[5]

VI. Other Riders and Tariffs

1. DP&L has proposed riders in both its pending Distribution Rate case and this ESP case. Those requests will be treated as follows:

[5] RESA and IGS do not oppose Section V.c. of this Stipulation.

a. Reconciliation Rider:

i. DP&L shall withdraw its request to recover in this case OVEC costs that it has deferred pursuant to the Commission's Order in Case No. 13-2420-EL-UNC. DP&L shall file an application in a separate proceeding to seek recovery of those costs. Signatory and Non-Opposing Parties shall not contest DP&L's request to recover the OVEC deferral in that separate proceeding provided DP&L uses good faith efforts to divest from the OVEC units.[6]

ii. After an Order in this ESP case, DP&L shall defer/recover or credit, the net of proceeds from selling OVEC energy and capacity into the PJM marketplace and OVEC costs. This Rider will be charged on a bypassable basis, allocated to tariff classes based on an allocation method of 50% demand and 50% energy with demand being allocated on non-shopping customers 5 coincidental peak (5 CP) basis and charged on kWh basis. The Reconciliation Rider will be trued up and the rate allocation will be updated annually.

iii. DP&L agrees to continue pursuing options to discharge its OVEC obligations. DP&L shall file an annual report no later than February 28 of each year during the Term of the ESP, outlining its

[6] Staff is not barred from opposing recovery of the OVEC deferral. RESA and IGS do not support but agree not to oppose Section VI.1.a.i. and ii. of the Stipulation.

efforts made in the prior 12 months to relieve itself of its OVEC obligations.

b. Decoupling Rider: DP&L will implement the Decoupling Rider to include the lost revenues currently recovered through the Energy Efficiency Rider as agreed to in the Stipulation filed in Case No. 16-649-EL-POR on December 13, 2016. All other matters relating to the Decoupling Rider, including but not limited to cost allocation, term and rate design, shall be addressed in the pending distribution case, Case No. 15-1830-EL-RDR or in DP&L's next Energy Efficiency Portfolio case. This Rider will be charged on a non-bypassable basis.

c. Transmission Cost Recovery Rider – Non-Bypassable (TCRR-N): DP&L's TCRR-N will be implemented as it is currently. In addition, DP&L agrees to deploy a small-scale pilot program providing an alternative means for customers to obtain and pay for services otherwise provided by or through the TCRR-N. More specifically, the purpose of this pilot program is to explore whether certain customers could benefit from opting out of DP&L's TCRR-N and obtaining, directly or indirectly through a certified CRES provider registered in DP&L's territory, all transmission and ancillary services through the Open Access Transmission Tariff and other PJM governing documents ("OATT") approved by the Federal Energy Regulatory Commission ("FERC"), in effect from time to time, as modified by FERC, and applicable to the zone in which the end user is located or whether the administrative burden to DP&L, and the cost

and risk to the customer, would render this option impractical. This pilot program will be for the term of the ESP and be limited to the first 50 accounts that do not take DP&L Standard Service Offer generation, are served at the primary voltage level and above, and notify DP&L in writing within 30 days of the approval of this Stipulation ("Pilot Participant").[7] Subject to and taking into consideration any existing contract with a CRES provider, the Pilot Participant shall work with its CRES provider to complete any necessary steps for the Pilot Participant to participate in the pilot program, including establishing a separate PJM subaccount, registering a DUNS+4 with DP&L and completing related EDI testing. Contingent on these necessary steps, the effective date for the Pilot Participant's opt-out of the TCRR-N, or any successor to the TCRR-N, shall be the next available meter read date following acceptance of the CRES provider's enrollment request via EDI after the date which the CRES provider verifies all of the necessary steps have been taken to provide the Pilot Participant with all services otherwise provided by or through the TCRR-N, including Network Integration Transmission Service ("NITS"). The effective date shall be no earlier than the effective date of an order approving this Stipulation. Nothing in this provision prevents the Pilot Participant from delaying the effective date of the opt-

[7] Each Signatory Party or Non-Opposing Party (or the members of a Signatory Party or Non-Opposing Party) shall each be eligible to designate up to three accounts to participate in the pilot program even if such participation causes the total number of participating accounts to exceed 50. This provision does not limit any Signatory Party or Non-Opposing Party (or members of a Signatory Party or Non-Opposing Party) from utilizing more than three of the eligible 50 accounts to the extent the account otherwise qualifies for participation in the pilot program pursuant to this Stipulation.

out of the TCRR-N. Any increase or decrease in the load and usage characteristics of any Pilot Participant, opening of a replacement account or account transfer shall not affect the right to continue to be eligible in the pilot program. Any account or successor account voluntarily returning to TCRR-N or any TCRR-N successor, after 60 days advance notice, shall not, thereafter, make such OATT election and eligibility for such election with regard to such account or successor account shall be deemed terminated. Subject to the maximum of 50 accounts and notwithstanding the requirement to provide notice to DP&L within 30 days of the approval of this Stipulation regarding a customer's desire to participate in the pilot program, new accounts of new customers and/or new and expanded accounts of an existing Pilot Participant shall also have the right to make such election regardless of whether the accounts are known or in existence by the election deadline specified herein. Any such election would be effective subject to the necessary timing steps outlined above. Such a Pilot Participant that has opted out shall not receive the benefits or be subject to the costs of TCRR-N or any successor to TCRR-N provided that they shall not be deprived of any costs or refunds arising from decisions issued by FERC or the Commission where such costs or refunds would flow through TCRR-N and are associated with the period during which they obtained service by or through TCRR-N and such costs or refunds are not otherwise available through the OATT. Such refunds (if any) shall be deducted from refund amounts included in TCRR-N. Such a Pilot

Participant shall be eligible, at their election, as long as they continuously remain a Pilot Participant and continue to obtain such services through the applicable OATT until such time as they may elect to discontinue such election and revert to TCRR-N or a TCRR-N successor.

d. Regulatory Compliance Rider ("RCR"): DP&L will implement a nonbypassable RCR to recover the following five separate deferral balances: (1) Consumer Education Campaign costs; (2) Retail Settlement System costs; (3) Green Pricing Program costs; (4) Generation Separation costs; and (5) Bill Format Redesign costs. DP&L will recover carrying costs at DP&L's cost of debt on the Bill Format Redesign starting at the time those costs were incurred. Additionally, carrying costs at DP&L's cost of debt will be included at the onset of recovery of the RCR for the remaining RCR items except for Generation Separation costs. The Rider will be trued up annually. The cost allocation of the RCR to tariff classes will be based on base distribution revenues. The RCR rate design will be a monthly charge per customer account. The total dollars recovered through the RCR shall not exceed a total of $20 million over the ESP term including the remaining costs associated with the separation of the generation assets which is capped at $10 million as set forth in Case No. 13-2420-EL-UNC. DP&L may also recover costs associated with supplier consolidated billing provisions set forth in Section IX.1, through the RCR, provided that the amount recovered through the RCR does not exceed the aforementioned cap.

e. Storm Cost Recovery Rider:

i. The Storm Cost Recovery Rider ("SCRR") will remain in place as a placeholder tariff. DP&L will file a future application if it seeks any recovery of costs from major storms. This non-bypassable rider will include Operating and Maintenance ("O&M") expenses incurred for all storms that are determined to be "Major Events," which is defined in O.A.C. 4901:1-10-01 as incidents that cause an electric utility's "System Average Interruption Duration Index" ("SAIDI") to exceed the threshold outlined in section 4.5 of standard 1366-2003 as adopted in the "IEEE Guide for Electric Power Distribution Reliability Indices." No level of expenses for major storms will be in base rates, meaning that there will be no baseline for which an amount over would be considered. Therefore, all prudently-incurred expenses that are incremental to base rates would be considered for recovery. This would include, among other things, the amounts over the first forty hours of labor in a given week as well as overtime paid for union and management employees. If any mutual assistance revenue is received for storm repairs done in other markets, the straight-time labor portion of this would be deducted from the Company's storm rider recovery request to avoid potential double-recovery. Any capital assets would be addressed through the Company's

Distribution Investment Rider once populated as proposed in the pending distribution rate case or the next base rate case.

ii. Carrying charges at the last approved cost of debt would be accrued from the point of deferral until recovery begins. Recovery would generally be over one year; however, if the deferred amount is large, the Company may request a longer recovery period to lessen the impact on rates. The Company will file yearly its SCRR by April 1 of each year and Staff will complete its audit with the Commission's approval for rates to be effective around August 1 of each year. The cost allocation of the SCRR to tariff classes will be based on base distribution revenues and will be a monthly charge per customer account.

iii. If the pending distribution rate case (Case No. 15-1830-EL-AIR) is not approved, then any future recovery will be offset by the three-year average of major storm repair expenses (less any outlier storms) until a future case decides an amount, if any, to be considered in base rates.

f. Uncollectible Rider: As originally proposed in DP&L's distribution rate case (Case No. 15-1830-EL-AIR), DP&L will implement an Uncollectible Rider to recover the uncollectible expense through a non-bypassable, annually filed true-up rider with the exception that DP&L will recover uncollectible expense associated with bypassable standard service offer

rates through a bypassable component of the Uncollectible Rider. This Rider will recover uncollectible expense that has historically been included in individual rate components and will track and recover actual costs. Implementation of this Rider also represents the removal of uncollectible expense from other individual rate components except for the historical uncollected uncollectible PIPP amounts up to the effective date of the rider. DP&L will address any uncollectible expense included in base distribution rates in the annual true-up filing of this rider, which will include an adjustment to revenue until new base distribution rates are in place. In addition, any amounts written off as uncollectible that are ultimately recovered will be credited back to the rider. Carrying charges (at the last approved cost of debt) will be included within the calculation of the over- or under-collection in the annual true-up mechanism.

VII. Cogeneration

1. Within 30 days of a Commission ruling on this Stipulation, DP&L will file an application for tariff approval to amend its cogeneration tariff in accordance with the most recent revisions to 4901:1-10-34 (Compliance with PURPA) of the Ohio Administrative Code.

VIII. Miscellaneous

1. Within ten days of a final appealable Order by the Commission approving this Stipulation without material modification, all Signatory and Non-Opposing Parties will take all steps necessary to withdraw any notice or notices of appeal they have filed in Supreme Court of Ohio Case Nos. 2017-204, 2017-205, 2017-241.

2. DP&L withdraws its request for a Clean Energy Rider.

IX. Competitive Retail Market Enhancements

1. No later than sixty (60) days after a Commission order approving this Stipulation with or without modifications, Staff will request that the Commission conduct a rule review to establish parameters to all for non-commodity billing in all electric distribution utility service territories. DP&L agrees to provide for a non-commodity billing on a customer's utility bills after the Commission has evaluated and approved billing requirements for non-commodity billing in a rule review process or another proceeding. DP&L will be permitted to seek cost recovery associated with providing non-commodity billing in part from CRES providers utilizing non-commodity billing and other third parties and ratepayers equally in another proceeding, with any application for cost recovery to be submitted on an expedited basis to ensure timely implementation of non-commodity billing. Notwithstanding any provision to the contrary in this Section IX.1, DP&L shall submit an application to the Commission to establish non-commodity billing and parameters and to establish any terms for cost recovery by DP&L no later than eighteen (18) months after the date a Commission order issues approving this Stipulation with or without modification. Any Signatory Parties or Non-Opposing Parties to this Stipulation may challenge the prudency of those costs..

2. DP&L agrees to work with Staff, RESA, and IGS to determine the parameters of a two-year pilot supplier consolidated billing program for any CRES provider that is qualified and interested. The purpose of the pilot will be to provide the industry with data and information on the practicality of a supplier consolidated billing implementation in the Ohio electric choice market.

a. The participating CRES providers will agree to comply with all bill requirement administrative code rules and work with Staff and DP&L on consumer safeguards, including Ohio Administrative Code Chapter 4901:1-21 (without waiver unless recommended by Staff).

b. Participating CRES providers agree to provide Staff and DP&L any and all information related to the pilot.

c. DP&L and participating CRES providers will meet to determine a methodology to govern implementation, including, but not limited to, the method of transfer and payment to the DP&L of customer charges, as well as credit and collection procedures and purchase of receivables at 100%, without recourse. Staff will be invited to participate in the meetings.

d. The methodology to govern the pilot shall be established no later than twelve months from a final Commission order approving a Stipulation in these proceedings.

e. Due to the nature of a pilot program, the supplier consolidated billing pilot will be limited to 2,500 customers per CRES provider for the first six months of active implementation:

   i. Based upon biannual review and approval by Staff, DP&L, and participating CRES providers, the customer participation cap shall be incrementally increased by 2,500 customers each six months not to exceed 10,000 customers for any individual CRES provider then

participating in the program over the two-year term of the pilot program. Unless otherwise approved by Staff and DP&L, the total number of customers participating in the pilot program shall not exceed 60,000 customers. At any time, if it is determined that a CRES provider is adequately performing under the pilot program, Staff and DP&L may increase the amount of customers that the CRES provider may serve under the pilot program, if the 60,000 cap has not been met.

ii. Existing customers may remain on the supplier consolidated billing program upon completion of the two-year term of the pilot until otherwise ordered by the Commission.

iii. RESA and/or participating CRES providers retain the right to petition the Commission to expand the pilot caps or terms pending Commission consideration of future consolidated billing orders.

f. Costs related to DP&L's implementation of the pilot supplier consolidated billing program will be shared 50 percent by participating CRES providers, and DP&L will develop and provide all interested CRES providers with an estimate of the total implementation costs, with the exception that DP&L will provide a credit of $150,000.00 toward the CRES provider portion of these costs. That credit shall be funded by DP&L through shareholder dollars and be implemented through a one-time payment to RESA which will then allocate that payment at its

discretion. DP&L shall submit such payment to RESA within thirty (30) days after DP&L provides an estimate of the total implementation costs to interested CRES providers. CRES providers that enter the program after its implementation must agree to reimburse other participating CRES providers on a pro-rata basis to ensure a fair allocation of the implementation costs to be shared by participating CRES providers. DP&L's 50 percent share will be recovered in the Regulatory Compliance Rider (RCR). Any requests for cost reimbursement by DP&L to participating CRES providers shall include documentation supporting the request for cost reimbursement. Staff may study the costs needed to implement the pilot and include an analysis of the type of costs needed to expand the program and how that should be allocated among the participating CRES providers. Notwithstanding DP&L's ability to recover its 50 percent share of the implementation costs, DP&L shall file in a separate proceeding an application for Commission approval of recovery for any portion of DP&L's 50% share of the implementation costs that exceed $1,500,000.00. Any Signatory Parties or Non-Opposing Parties to this Stipulation may challenge the prudency of those costs.

g. During the pilot development and methodology implementation phase, DP&L will work with participating CRES providers and Staff to determine the appropriate implementation timeline in which participating CRES providers may begin billing under the pilot. In addition, metrics will be determined in order to study the results of the pilot program.

h. Participating CRES providers shall not prohibit a customer from returning to DP&L for consolidated billing.

i. Participating CRES providers shall not charge a late payment fee greater than DP&L's tariffed late payment fee.

j. By the conclusion of the two-year pilot program, Staff may file a report on the program that may include recommendations on the program, which may include expansion or retirement.

k. Any participating CRES provider's competitively sensitive information acquired by DP&L and Staff under the pilot supplier consolidated billing program shall be afforded the appropriate confidential treatment.

3. DP&L agrees to the following Tariff changes:

i. Sheet G8, page 6 ¶2.1 first paragraph, retain the existing 30-calendar day time for approving a supplier's registration: "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."

ii. Sheet G8, page 21 ¶9.2, existing language should be modified to recognize that CRES Providers may be required to disclose

customer-specific information by the Public Utilities Commission of Ohio or a court: "* * * The AGS shall keep all Customer-specific information supplied by the Company confidential unless the AGS has the Customer's authorization to do otherwise or unless permitted to be disclosed per Ohio Administrative Code Rule 4901:1-21-10."

iii. Sheet G8, page 25 ¶12.1(c), modify existing language to not require CRES Providers to pay amounts in bona fide dispute: "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 ~~total bill including the disputed~~ amount not in bona fide dispute."

iv. Sheet G8, page 26 ¶12.2, modify existing language to recognize that not paying amounts in bona fide dispute will cause the AGS to be deemed delinquent: "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, * * *."

X. Individual Signatory Parties

1. The provisions in this Section shall expire when the DMR expires, or when an equivalent economic stability charge intended to provide financial stability to DP&L or DPL Inc., whether proposed in this case or another future proceeding, expires.[8]

2. City of Dayton

a. On or before January 1, 2018, DP&L will explore a joint partnership with the City of Dayton and the University of Dayton's Hanley Sustainability Institute for a program supporting mutual goals for all three of the organizations.

b. DP&L will provide $50,000 annually (no more than five payments total) for residential energy education and reduction programs in the City of Dayton. During the first year, this $50,000 annual spending shall be funded by shareholders. This $50,000 in annual spending thereafter will be proposed for recovery through subsequent Energy Efficiency Portfolio filings. In the event that the Commission determines that these program costs do not qualify for recovery in the Energy Efficiency Rider, or if the Energy Efficiency Rider no longer exists, the $50,000 in annual funding will be funded by shareholders.

c. DP&L will participate in the Property Assessed Clean Energy ("PACE") program in partnership with the Montgomery County Port Authority, for

[8] See supra n.3.

qualifying projects in the City of Dayton. DP&L will contribute $100,000 annually (no more than five payments total) to a fund to be used to pay up to 50% of a property owner's escrowed reserve requirement. DP&L will also contribute $50,000 annually (no more than five payments total) to a revolving loan fund to support energy upgrades for small and micro businesses within the City that are not eligible for PACE funding. During the first year, this $150,000 in annual spending shall be funded by shareholders. This $150,000 in annual spending will thereafter be proposed for recovery through subsequent Energy Efficiency Portfolio filings. In the event the Commission determines that these program costs do not qualify for recovery in the Energy Efficiency Rider, or if the Energy Efficiency Rider no longer exists, the $150,000 in annual funding will be funded by shareholders. DP&L will provide funding for those programs for 2017 within 30 days of the Commission's approval or modification of the ESP. DP&L will provide the funding for each subsequent year of the ESP by no later than January 15th of each calendar year.

d. DP&L will provide and install all necessary equipment on the DP&L side of the meter to support system safety and reliable service at the Dayton International Airport. Among other things, DP&L will install three-phase reclosers and load break centers, which will allow the customer to transfer between its circuits and supply and execute all agreements to allow for the instantaneous transfer of power, including any and all interconnect

agreements to support system safety and reliable service at the Dayton International Airport. In addition to making the aforementioned improvements on the DP&L side of the meter, DP&L further agrees to provide all necessary improvements to customer equipment ("customer-side improvements") to allow the customer to transfer between its circuits. The cost to DP&L of making those improvements shall not exceed $50,000. All costs in excess of $50,000 to make customer-side improvements shall be the responsibility of the Dayton International Airport.

e. All City of Dayton accounts existing at the time of execution of this Stipulation will be exempt from paying any redundant service charges, including the Redundant Service Rider or equivalent rider, which seek to recover the costs of providing standby or backup service.

f. AES agrees to maintain DP&L's operating headquarters in the City of Dayton, Ohio. DP&L agrees to discuss with the City of Dayton any plans to move DP&L's operating headquarters from MacGregor Park to an alternate location within the City of Dayton, at least ninety (90) days before any move is to occur. If DP&L's operating headquarters are moved out of the MacGregor Park facility to an alternate location within the City of Dayton, then the City of Dayton shall have an option to purchase the approximately one hundred twenty five (125) acres and improvements comprising DPL's MacGregor Park facility, under the following terms and conditions:

i. If DP&L receives a bona fide offer to purchase the MacGregor Park property, and such offer contains a written commitment that the use for the MacGregor Park property by the bona fide offeror falls within the definition of a Business Park as codified in the City of Dayton Zoning Code, or should the City of Dayton otherwise acknowledge in writing that DP&L has a planned use for the MacGregor Park property that satisfies the City of Dayton's reasonable expectations and requirements regarding land use, planning and development, at the City of Dayton's sole discretion, then the City of Dayton's option for the MacGregor Park property shall immediately expire and the requirements of paragraph ii. below shall no longer apply and shall be deemed void. Under such circumstances, DP&L shall provide the City of Dayton written notice of the bona fide offer and a complete description of the details of such planned use in order to allow the City of Dayton to certify that such use satisfies the Zoning Code requirements and/or the City of Dayton's reasonable expectations and requirements at the City of Dayton's sole discretion. The City of Dayton shall have up to fifteen (15) days after DP&L's written notice to provide to DP&L a written response accepting or rejecting DP&L's request for certification, which response shall not be unreasonably withheld or delayed. Failure to provide such

written response shall cause Dayton's option for the MacGregor Park property to expire without further notice.

ii. If DP&L receives a bona fide offer to purchase the MacGregor Park property that DP&L chooses to accept and such bona fide offer does not satisfy the requirements of paragraph (i), then DP&L shall within fifteen (15) days after it receives the offer give to the City Manager of Dayton written notice that shall identify for the City Manager the amount of the bona fide offer and set an option price for the City of Dayton in an amount not to exceed one hundred five percent (105%) of such bona fide offer ("City Option Price"). The City of Dayton must notify DP&L in writing within thirty (30) calendar days of the date DP&L gives written notice to the City of Dayton of its decision to acquire the MacGregor Park property for the City Option Price, or else the option expires without further notice. If within thirty (30) calendar days of the date DP&L gives written notice to the City of Dayton and the City of Dayton provides written notice that it will exercise its option to purchase the MacGregor Park property at the City Option Price, then the City of Dayton must acquire the MacGregor Park property at a closing within ninety (90) days of its written notice to DP&L or else the option expires without further notice.

g. DP&L agrees to work with the City of Dayton to develop a job training program targeted at Dayton residents. The parties agree to work cooperatively to establish the terms of that program.

h. DP&L agrees to provide special hiring outreach for City of Dayton residents. The outreach will include DP&L hosting an annual job fair for City of Dayton residents detailing both current job opportunities and recommended educational pathways. DP&L will take reasonable measures to provide advance notice to the City of Dayton of upcoming DP&L job postings. DP&L will also make reasonable efforts to identify and recruit City of Dayton residents who graduate from Sinclair Community College to fill open job positions for which they are qualified.

i. DP&L will contribute $200,000 annually (no more than five payments total) to assist the City of Dayton in providing economic development programs and providing essential city services to residents, including low-income residents. These funds shall not be recoverable from customers. DP&L will provide the funding for those programs for 2017 within 30 days of the Commission's approval or modification of the ESP, subject to the provisions set forth in Section XI.5. DP&L will provide the funding for each subsequent year of the ESP by no later than January 15th of each calendar year.

3. Edgemont/Ohio Partners for Affordable Energy

a. DP&L shall contribute $565,000 of shareholder dollars annually to benefit electric consumers at or below 200% of the federal poverty line or customers at risk of losing electric service. This amount includes $115,000 for DP&L's Gift of Power program and $450,000 for the Community Action Partnership.

4. Honda

a. DP&L agrees that Honda may avail itself of either the Automaker Incentive under Section IV.1.a.ii. or the Ohio Business Incentive under Section IV.1.a.iii.

b. DP&L agrees to Honda's current energy efficiency opt-out status for the term of the ESP. If Honda elects to opt-out under the provisions in ORC 4928.6611, no costs associated with any energy efficiency assistance that DP&L may provide to Honda shall be recovered through DP&L's energy efficiency rider.

c. DP&L will conduct meetings with Honda suppliers no less frequently than annually to discuss bill components, to sign up for an energy audit, and a discussion on energy star, conservation and demand response.

d. DP&L and Honda will work together to develop and automate Energy Star bench marking for Honda suppliers in DP&L's service territory.

e. DP&L will conduct a meeting of customers and other interested parties no less frequently than annually to discuss investment in advanced/smart grid infrastructure and renewable infrastructure. The customer group may provide recommendations to DP&L to set priorities, investment amounts and timing of any construction. If DP&L follows the recommendations developed in cooperation with this working group then members of the group will support DP&L with a Stipulation if any filing required by this investment is opposed.

5. Ohio Hospital Association

a. In a manner that is consistent with DP&L's existing EE/PDR plan, DP&L will work with the Ohio Hospital Association ("OHA") on an annual energy efficiency program targeted at OHA members in the DP&L territory. OHA agrees to hold the funds as may be necessary from year to year in order to accomplish the listed purposes. The intent will be to partner with OHA to encourage and increase OHA members' participation in cost effective energy efficiency measures at the facilities.

i. DP&L will provide OHA $200,000 per year to promote and obtain significant energy/demand savings among OHA members through efforts including Energy Star benchmarking, hospital energy audits, education related to energy efficiency and demand reduction, meetings with hospital facility directors and members of hospital c-suites, and presentations that champion energy

efficiency, hospital resilience and energy-related actions to mitigate climate change and related issues. During the first year, the $200,000 in funding for OHA shall be funded by shareholders. During the remaining years, the $200,000 in funding shall be proposed for recovery through subsequent Energy Efficiency Portfolio filings. In the event that the Commission determines that this $200,000 in funding does not qualify for recovery in the Energy Efficiency Rider, or if the Energy Efficiency Rider no longer exists, the $200,000 will be funded by shareholders. The funding described in this paragraph of the Stipulation is separate from the commitments set forth in the Case No. 16-649-EL-POR. In addition, DP&L and OHA will collaborate to determine the level of funding from this pool of dollars to contribute to projects throughout the year to appropriately incentivize OHA members to implement EE/PDR projects, which should include a preference for OHA members that have below average Energy Star scores.

ii. DP&L and OHA will work together to develop and automate Energy Star benchmarking for OHA members in DP&L's service territory.

iii. DP&L will eliminate any charges associated with the Alternate Feed Charge that currently are being charged to certain OHA members, and it will exempt OHA members from paying that charge as requested in DP&L's pending Distribution Rate Case.

6. PWC

a. The Company will provide People Working Cooperatively, Inc. ("PWC") $200,000 annually to fund PWC's programs which assist DP&L's low-income, elderly, and disabled customers. During the first year, the $200,000 in funding for PWC shall be funded by shareholders. During the remaining years, the $200,000 in funding shall be proposed for recovery through subsequent Energy Efficiency Portfolio filings. In the event the Commission determines that the $200,000 for PWC does not qualify for recovery in the Energy Efficiency Rider, or if the Energy Efficiency Rider no longer exists, the $200,000 will be funded by shareholders. The Parties agree that the funding described in this paragraph of the Stipulation is separate from the $200,000 the Company agreed to provide PWC to fund its pilot program in Case No. 16-649-EL-POR, and also agree that this paragraph shall not be cited as precedent regarding any future funding for PWC's pilot program or any other potential funding for PWC.

XI. Other Provisions

1. In arm's-length bargaining, the Signatory Parties have negotiated terms and conditions that are embodied in this Stipulation. This Agreement involves a variety of difficult, complicated issues that would otherwise be resolved only through expensive, complex, 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 these proceedings. The Signatory Parties agree that this Stipulation is in the best interests of the public and urge the Commission to adopt it.

2. All Signatory and Non-Opposing Parties, other than DP&L, will not support their filed testimony. DP&L may offer its testimony and exhibits as further evidentiary support for this Stipulation, and will file supplemental testimony in support of this Stipulation. Except as modified by this Stipulation, DP&L's Application in these matters is approved. Nothing in this subsection prohibits any Signatory Party or Non-Opposing Party from filing testimony or submitting evidence in support of the Stipulation.

3. This Stipulation is a consensus among the Signatory Parties of an overall approach to rates in this proceeding. It is submitted for the purposes of this case alone and should not be understood to reflect the positions that an individual Signatory Party may take as to any individual provision of the Stipulation standing alone, nor the position a Signatory Party may have taken if all of the issues in this proceeding had been litigated. Nothing in this Stipulation shall be used or construed for any purpose to imply, suggest or otherwise indicate that the results produced through the compromise reflected herein represent fully the objectives of any Signatory Party. This Stipulation is submitted for purposes of this proceeding only, and is not deemed binding in any other proceeding, except as expressly provided herein, nor is it to be offered or relied upon in any other proceedings, except as necessary to enforce the terms of this Stipulation. The willingness of Signatory Parties to sponsor this document currently is predicated on the reasonableness of the Stipulation taken as a whole.

4. The Signatory Parties will support the Stipulation if the Stipulation is contested.[9] In order to provide certainty to customers, parties, and Applicant, the Signatory Parties and Non-Opposing Parties agree that in DP&L's pending Electric Rate Case, Nos. 15-1830-EL-AIR,

[9] RESA, IGS, OMAEG, and Kroger are not obligated to file testimony or briefs supporting the Stipulation.

15-1831-EL-AAM, 15-1832-EL-ATA, no party will seek to support any attempt to withdraw, curtail, or revise any provision of this settlement or to revise the provisions or benefits of this Stipulation. However, nothing in this Stipulation prohibits the Signatory Parties and Non-Opposing Parties from contesting issues in the distribution rate case (Case No. 15-1830-EL-AIR) that are not otherwise addressed in this Stipulation.[10]

5. This Stipulation is conditioned upon adoption of the Stipulation by the Commission in its entirety and without material modification. If the Commission rejects or modifies all or any part of this Stipulation, any Signatory Party shall have the right to apply for rehearing. If the Commission does not adopt the Stipulation without material modification upon rehearing, or if the Commission makes a material modification to any Order adopting the Stipulation pursuant to any reversal, vacation and/or remand by the Supreme Court of Ohio, then within thirty (30) days of the Commission's Entry on Rehearing or Order on Remand: (a) any Signatory Party may withdraw from the Stipulation by filing a notice with the Commission ("Notice of Withdrawal"); or (b) DP&L may terminate and withdraw from the Stipulation by filing a notice ("Utility Notice").[11] Upon the filing of such Utility Notice by DP&L, the Stipulation shall immediately become null and void. No Signatory Party shall file a Notice of Withdrawal or Utility Notice without first negotiating in good faith with the other Signatory Parties to achieve an outcome that substantially satisfies the intent of the Stipulation. If a new agreement achieves such an outcome, the Signatory Parties will file the new agreement for Commission review and approval. If the discussions to achieve an outcome that substantially

[10]For avoidance of doubt, resolution of DP&L's current distribution rate case in Case No. 15-1830-EL-AIR may result in allocation of costs to the SSO rate and therefore, IGS and RESA are not prohibited from advocating for unbundling or changes to SSO rate or supplier tariffs in that proceeding or any other distribution rate case.

[11] IGS and RESA agree not to oppose part (b) of Section XI.5.

satisfies the intent of the Stipulation are unsuccessful, and a Signatory Party files a Notice of Withdrawal, then the Commission will convene an evidentiary hearing to afford that Signatory Party the opportunity to contest the Stipulation by presenting 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. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are successful, then some or all of the Signatory Parties shall submit the amended Stipulation to the Commission for approval after a hearing if necessary.

IN WITNESS THEREOF, the undersigned Signatory Parties agree to this Stipulation and Recommendation as of this 13th day of March, 2017. The undersigned Signatory Parties request the Commission to issue its Opinion and Order approving and adopting this Stipulation.

THE DAYTON POWER AND LIGHT COMPANY

By: _____
Jeffrey S. Sharkey

DPL INC.

By: _____
Jeffrey S. Sharkey

STAFF OF THE PUBLIC UTILITIES COMMISSION OF OHIO

By: Thomas McNamee/JSS, per 3/13 email authorization
Thomas McNamee

CITY OF DAYTON, OHIO

By: N. Trevor Alexander/JSS per 3/13 email authorization
N. Trevor Alexander

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By: Michael J. Settineri/JJS per 3/13 Email authority
Michael J. Settineri[12]

INTERSTATE GAS SUPPLY, INC./IGS ENERGY

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OHIO HOSPITAL ASSOCIATION

By: Richard L. Sites/per 3/13 email authority
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By: Michael L. Kurtz/JJS per 3/13 email authority
Michael L. Kurtz

THE KROGER COMPANY

By: Angela Paul Whitfield/JJS per 3/13 telephone authority
Angela Paul Whitfield

[12] RESA's signature to this Amended Stipulation is not effective unless all Signatory Parties to the January 30, 2017 Stipulation and Recommendation filed in this docket either sign this Amended Stipulation or agree in writing not to oppose this Amended Stipulation.

IN WITNESS THEREOF, the undersigned Non-Opposing Parties agree not to challenge this Stipulation and Recommendation as of this 13th day of March, 2017.

ENERNOC, INC.

By: Joel E. Sechler/JSS per 3/13 email authority
Joel E. Sechler

HONDA OF AMERICA, MFG., INC.

By: Trevor Alexander/JSS per 3/13 email authority
N. Trevor Alexander

INDUSTRIAL ENERGY USERS-OHIO

By: Frank P. Darr/JSS per 3/13 telephone authority
Frank P. Darr

OHIO MANUFACTURERS' ASSOCIATION ENERGY GROUP

By: Kim W. Bojko/JSS per 3/13 telephone email authorization
Kimberly W. Bojko

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Amended Stipulation and Recommendation has been served via electronic mail upon the following counsel of record, this 13th day of March, 2017.

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This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/13/2017 6:00:02 PM

in

Case No(s). 16-0395-EL-SSO, 16-0396-EL-ATA, 16-0397-EL-AAM

Summary: Stipulation Amended Stipulation and Recommendation electronically filed by Mr. Jeffrey S Sharkey on behalf of The Dayton Power and Light Company

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

1/27/2021 9:28:15 AM

in

Case No(s). 18-1875-EL-GRD, 18-1876-EL-WVR, 18-1877-EL-AAM, 19-1121-EL-UNC, 20-0680-EL-UNC

Summary: Exhibit OCC Exhibit 10 electronically filed by Mr. Ken Spencer on behalf of Armstrong & Okey, Inc. and Gibson, Karen Sue Mrs.