BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company for Approval of Phase Two of Their Distribution Grid Modernization Plan	))))))	Case No. 22-0704-EL-UNC
In the Matter of the Application of Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company for Review of Rider AMI (2019)	)))))	Case No. 18-1647-EL-RDR
In the Matter of the Application of Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company for Review of Rider AMI (2020)	)))))	Case No. 19-1903-EL-RDR
In the Matter of the Application of Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company for Review of Rider AMI (2021)	)))))	Case No. 20-1672-EL-RDR

STIPULATION AND RECOMMENDATION

I. INTRODUCTION

The customers of Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company (the "Companies"), will benefit from this Stipulation and Recommendation ("Stipulation") among the Companies, Citizens Utility Board of Ohio, Environmental Law & Policy Center, Interstate Gas Supply, LLC., The Kroger Co., Northeast Ohio Public Energy Council, Ohio Energy Group, Ohio Energy Leadership Council, Ohio

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Environmental Council, The Ohio Manufacturers' Association Energy Group, Retail Energy Supply Association, and Walmart Inc. (collectively, the "Signatory Parties").

The resolution of the Companies' second phase of their distribution grid modernization plan ("Grid Mod II") will further the development of a reliable and resilient distribution grid, allow customers to make more informed choices about energy usage, facilitate access to customer data by authorized competitive retail electric service providers, and better enable the Companies to make future electric distribution grid modernization investments.

II. BACKGROUND

Rule 4901-1-30, Ohio Administrative Code ("O.A.C."), provides that any two or more parties to a proceeding may enter into a written stipulation covering the issues presented in such a proceeding. This document sets forth the understanding and agreement of the Signatory Parties and recommends that the Public Utilities Commission of Ohio ("Commission" or "PUCO") approve and adopt this Stipulation without modification, as part of its Opinion and Order, resolving all of the issues in the above-captioned proceedings.

The Stipulation represents a just and reasonable resolution of issues in the above-captioned proceedings, violates no regulatory principle or precedent, and is the product of lengthy, serious, and arm's-length bargaining among knowledgeable and capable Signatory Parties in a cooperative, inclusive, and fully transparent process. The Signatory Parties represent a diverse range of interests and have worked collaboratively to resolve their differences on numerous contested issues. As an accommodation of the interests represented by the Signatory Parties, the Stipulation is entitled to careful consideration by the Commission. For purposes of resolving the issues presented here, the Signatory Parties stipulate, agree, and recommend as set forth below.

This Stipulation was openly negotiated among all parties. The Stipulation benefits consumers, supports Commission policy objectives, and is supported by adequate data and information. This Stipulation represents a reasonable compromise involving a balancing of competing positions; accordingly, 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 without the Stipulation. The Stipulation recognizes that each Signatory Party may disagree with individual provisions of the Stipulation, but the Signatory Parties recognize that the Stipulation has considerable value as a whole.

III. PARTIES

This Stipulation is entered into among the Companies and the other Signatory Parties.

IV. RECITALS

WHEREAS, on July 15, 2022, the Companies filed an Application to initiate this proceeding.

WHEREAS, on July 15, 2022, the Companies filed direct testimony in this proceeding.

WHEREAS, on September 1, 2023, the Companies filed supplemental direct testimony in this proceeding.

WHEREAS, multiple parties intervened in this proceeding.

WHEREAS, the parties engaged in extensive discovery in this proceeding.

WHEREAS, all parties were invited to a series of settlement discussions conducted on October 3, 2023, November 22, 2023, December 13, 2023, December 21, 2023, January 16, 2024, February 22, 2024, March 28, 2024, and April 11, 2024. Those extensive settlement discussions culminated in the development of this Stipulation with the Signatory Parties.

WHEREAS, all of the related issues and concerns raised by the Signatory Parties have been addressed in the substantive provisions of this Stipulation, and reflect, as a result of such discussions and compromises by the Signatory Parties, an overall reasonable resolution of all such issues.

WHEREAS, the resolution of the above-captioned proceedings as set forth in this Stipulation represents a serious compromise of complex issues and involves substantial customer benefits.

WHEREAS, the Signatory Parties agree the Stipulation and Grid Mod II plan described herein produces a positive cost-benefit analysis on a net present value basis for customers (see Attachment A).[1]

NOW, THEREFORE, the Signatory Parties stipulate, agree, and recommend that the Commission approve this Stipulation and issue its Opinion and Order in accordance herewith.

V. TERMS AND CONDITIONS

Set forth below are the specific terms and conditions agreed to by the Signatory Parties that resolve the above-captioned proceeding. If not changed by the terms and conditions expressly set out below, the Signatory Parties expressly agree and recommend that the Commission resolve these proceedings consistent with the Companies' Application and direct testimony filed on July 15, 2022, as modified by the Companies' supplemental testimony filed on September 1, 2023. The Signatory Parties expressly agree and recommend that the Commission approve and adopt this Stipulation in its entirety without modification.

[1] NOPEC does not join this sentence of the Stipulation but agrees not to oppose it as part of the Stipulation as a package. NOPEC's non-opposition shall not be relied upon or cited as precedent or constitute any waiver by NOPEC with respect thereto in any other forum or proceeding.

A. Cases Resolved

1. The Signatory Parties agree this Stipulation is a package that includes the resolution of the following cases:

    a. Phase two of the Companies' distribution grid modernization plan ("Grid Mod II") Case No. 22-704-EL-UNC; and

    b. The Rider AMI Audits for years 2019–2021, Case Nos. and 18-1647-EL-RDR, 19-1903-EL-RDR, and 20-1672-EL-RDR.

B. General

1. As modified herein, the total estimated capital cost is reduced from $626 million to approximately $421 million.[2]

C. Legacy Meter Costs

1. No legacy meter costs associated with Grid Mod II deployment will be included in Rider AMI. Legacy meter costs associated with Grid Mod II will be deferred as a regulatory asset, with carrying charges at the current approved cost of long-term debt, and the Companies may seek authorization to recover the regulatory asset in a separate proceeding.

2. The Signatory Parties do not waive their ability to challenge the recoverability of the regulatory asset in a separate proceeding.

[2] NOPEC does not agree to the total estimated capital cost, but agrees not to oppose it as part of the Stipulation as a package. NOPEC's non-opposition shall not be relied upon or cited as precedent or constitute any waiver by NOPEC with respect thereto in any other forum or proceeding.

D. CEI Pilot

1. A credit will be provided in Rider AMI during the first quarter that Grid Mod II costs are included for recovery:
   a. To return to customers the revenue requirements associated with new CEI Pilot capital costs incurred between January 1, 2019 and June 1, 2019.
   b. To return to customers the revenue requirements associated with new CEI Pilot costs incurred after June 1, 2019.
2. Effective with the first summer following approval of Grid Mod II, the Companies are no longer required to offer Rider RCP to customers in the CEI Pilot area.
3. Effective with approval of Grid Mod II, the Companies are no longer required to provide separate reporting as currently required in Case No. 09-1820-EL-ATA, et al. on the CEI Pilot performance.

E. Distribution Automation ("DA")/Integrated Volt Var Control ("IVVC")

1. The Companies will withdraw their DA, IVVC, optimization, and advanced distribution management system ("ADMS") (with the exception of DERMS) proposals from Case No. 22-704-EL-UNC but shall not be prohibited from seeking authority for these investments in a separate filing(s) at any time.
2. The Signatory Parties do not waive their ability to challenge the Companies' separate filing(s) seeking authority for these investments.

F. Advanced Metering Infrastructure ("AMI")

1. The Companies will install the remaining estimated 1.4 million advanced meters, along with the necessary supporting communications infrastructure, and will expand the existing meter data management system and associated systems and processes.
2. The total capital cost for this AMI deployment is estimated at approximately $418 million.[3]

G. Hosting Capacity

1. Consistent with the Companies' commitment in their first phase of distribution grid modernization ("Grid Mod I")[4] to discuss the feasibility of a heat map of the grid, within six months after approval of Grid Mod II, the Companies will implement a circuit-level solar accommodation map. This map will provide an accommodation limit for each circuit by subtracting the known customer generator connections and known in-queue applicants from the estimated maximum DER limit on a circuit. The map will be externally available and will be updated annually until the "heat map" described in Section G.2 becomes available.
2. Within two years after approval of Grid Mod II, the Companies shall implement a circuit capacity hosting "heat map" that shall provide power capacity rating similar to that utilized by JCP&L in NJ (i.e., separating between three phase and single phase service) for each distribution circuit. The "heat map" will also

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[3] NOPEC does not agree to the total estimated capital cost for this AMI deployment, but agrees not to oppose it as part of the Stipulation as a package. NOPEC's non-opposition shall not be relied upon or cited as precedent or constitute any waiver by NOPEC with respect thereto in any other forum or proceeding.

[4] Case Nos. 16-481-EL-UNC *et al.*

include planned customer load in excess of 2 MW which is in queue because it has completed all necessary steps to access the Companies' systems. The circuit capacity hosting "heat map" shall be made externally available on FirstEnergy's website and should also encompass additional Distributed Energy Resources or other customer equipment that would reduce circuit load after those systems have received all required approvals from the Companies. The circuit capacity hosting "heat map" shall display available circuit hosting capacity for new load, in Megawatts, to support economic development. In developing the "heat map", the Companies will review the ability to leverage the DERMS module and the advanced applications of the ADMS, as well as review the incremental labor and non-labor costs that would be required for timely recovery as well as whether/how cybersecurity concerns can be addressed. The Companies will report on the status of the implementation to the Grid Mod Collaborative.

H. Time-Varying Rates

1. The Companies will make efforts to try and increase awareness and understanding of their time-varying rate options for eligible residential and non-residential SSO customers.
2. The Companies will continue working with the Grid Mod Collaborative to evaluate and consider potential enhancements to the design and marketing plans for their time-varying rates for SSO customers.

3. In the first year of Grid Mod II, the Companies commit to work with the Grid Mod Collaborative to develop a plan to provide customers with information to better compare TVR and SSO rates.
4. Costs associated with the marketing of the Companies' SSO time-varying rate will continue to be recovered through a bypassable charge, consistent with Grid Mod I.
5. Once there are either (a) at least three suppliers offering products utilizing AMI data or (b) at least three different types of time-varying products utilizing AMI data, then the Companies, with Commission approval, will withdraw their SSO time-varying rate offering.
6. During the period that the Companies are offering the SSO time-varying rate established pursuant to Grid Mod I, they will not utilize customers' AMI data to market the SSO time-varying rate to customers, including through the Customer Energy Management ("CEM") Reports described in Section J. However, upon Commission approval of the withdrawal of the Companies' SSO time-varying rate offering, the Companies may utilize customer AMI data, including through the CEM reports, to notify customers that they may benefit from a time of use offering and direct those customers to the Commission's "Apples to Apples" website.

I. Smart Thermostat Rebates ("STR")

1. The Companies will budget $3 million per year for the STR program during the term of Grid Mod II.[5] The $3 million per year STR budget is inclusive of the costs for rebates, marketing, postage, program administration and delivery, and any other related costs. The ability to spend the maximum annual amount will be dependent upon customer participation. The Companies are targeting program participation of at least 16,000 customers per year.

2. The STR rebates will be available to:

   a. Low Income Residential Customers – Customers who are at or below 300% of the federal poverty level will be eligible for a rebate for the purchase of a new, qualifying smart thermostat. This rebate shall not exceed the lesser of the total purchase cost or $150 per qualifying smart thermostat.

   b. All Other Residential Customers – All other residential customers who are (1) on the Companies' or a CRES provider's time-varying rate option, or (2) participating or enrolling to participate in a demand response program[6] will be eligible for a rebate for the purchase of a new, qualifying smart thermostat. The maximum rebate to these customers shall not exceed the lesser of the total purchase cost or $100 per qualifying smart thermostat.

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[5] NOPEC does not agree with the budget for the STR program, but agrees not to oppose it as part of the Stipulation as a package. NOPEC's non-opposition shall not be relied upon or cited as precedent or constitute any waiver by NOPEC with respect thereto in any other forum or proceeding.

[6] As reflected by IGS and RESA in Case No. 23-301-EL-SSO, IGS and RESA do not support the demand response program proposal and this Stipulation does not impact or alter parties' litigation position in that case. But, IGS and RESA agree to the adoption of the provisions in Section H as part of this Stipulation package.

3. Inability to spend at least $1.5 million of budgeted STR funds

    a. If the Companies spend less than $1.5 million in any year, the Companies will increase the $3 million planned spending to $4.5 million in the subsequent year.

    b. The determination of how to spend the $1.5 million of increased planned spending will be made in collaboration with the Grid Mod Collaborative and will be consistent with the terms of this Stipulation. The additional funds may be used to increase spending for the: (i) Customer Energy Management Program; (ii) STR program; and/or (iii) additional mailings to customers regarding the residential SSO time-varying rate program established pursuant to Grid Mod I (until the withdrawal of the Companies' time-varying rate offering contemplated in Section H.5.). Any costs associated with the additional mailings to customers in (iii) will continue to be recovered through a bypassable charge, consistent with Grid Mod I.

    c. This increased spending will be allocated to additional electronic mail, electronic communications, post mail, direct customer contact, and any other approaches agreed upon in the Grid Mod Collaboratives reference in paragraph 5 of this section. The Companies will report on this spending at each Grid Mod Collaborative meeting.

4. The Companies will track total energy savings and total capacity savings for customers on the Companies' residential SSO TVR. The Companies will separately track customers participating in the Companies' residential SSO

TVR and in the STR program. This information will be reported in the quarterly Grid Mod Collaborative meetings and should be provided to Collaborative participants one week ahead of the scheduled Collaborative meeting.

5. In addition to the quarterly Grid Mod II collaborative meetings, the Companies will host semi-annual working group meetings where smart thermostat vendors and other stakeholders can collaborate on ways to maximize the benefits of the program.

6. The Companies will permit CRES providers to help facilitate the provision of qualifying smart thermostats to customers. CRES providers will be required to comply with all program requirements and processes. In signing up participating CRES customers, CRES must: (1) provide an account number or SDI so that the Companies can verify that customer's identity as a customer with an active Company account that is not previously associated with a smart thermostat rebate under this program, and (2) provide make, model, serial number, and any other required information of the installed smart thermostat that qualifies under the Companies' program. As part of the initial enrollment process, the CRES will acquire affirmative consent for enrollment and provide that affirmative consent to the Companies. If the customer consents, the rebate can be provided to the CRES provider.

7. Two years after the order approving Grid Mod II is final, the Companies will evaluate actual STR participation and costs and benefits of the program and discuss with the Grid Mod Collaborative possible modifications to or phase-out of the STR program.

J. Customer Energy Management Reports ("CEM")

1. The Companies are proposing to track total energy savings and total capacity savings for CEM participants.
2. The Companies will report on participation and energy and capacity savings in the quarterly Grid Mod Collaborative meetings. One week prior to each Collaborative meeting, the Companies should provide Collaborative participants with the following data:
    a. The meeting agenda;
    b. The quarterly average on and off peak megawatt demand and times;
    c. CEM approaches utilized to: promote the smart thermostat rebate program, notify customers that they may benefit from a time of use offering and directing them to the Commission's "Apples to Apples" website as referenced in Section H.6, and demand response program;
    d. Number of new customers and total customers participating in the smart thermostat rebate program, time varying rate program, and demand response program during the previous quarter, and the savings[7] of customers on those programs; and
    e. The number of emails the Companies and third party vendors sent under the CEM, the number of customers who opened these emails,

[7] Savings for the STR will be the calculated annualized energy savings (kWh) based on the number of smart thermostat rebates and industry protocols for calculating smart thermostat savings. Savings for the TVR program will be calculated by comparing what SSO customers paid under the TVR versus what they would have paid under the SSO flat rate. Savings for the DR program will be calculated load reductions (kW) achieved during demand response events.

and the number of customers who clicked on any links provided in the emails.

3. Annually, beginning two years after the order approving Grid Mod II is final, the Companies will evaluate actual CEM participation in comparison to estimated participation and discuss with the Grid Mod Collaborative possible modifications to or phase-out of the CEM program.
4. The CEM reports will not be used to market or recommend any specific manufacturer or provider of any products or services.

K. Grid Mod Performance

1. For Grid Mod II, the Companies will implement the recommendations from the OBA report:[8]
   a. The fixed savings as indicated in the Grid Mod I Stipulation's Attachment D for years 4–6 will be applied going forward, and the recommendations listed in the report will be adopted to better measure and verify future operational savings.
   b. Metric definitions will be refined, and additional metrics will be added on a benefit-by-benefit and technology-by-technology basis to better form a basis for demonstrating savings in operating costs and overall benefits associated with investment.

[8] *See* pp. 52-58 of the OBA Report; *see also*, paragraph 20 of the Commission's 11/16/2023 Finding and Order in Case No. 16-481-EL-UNC, *et al*. These recommendations will be implemented for Grid Mod I and Grid Mod II investments, where applicable.

c. Target levels will be tracked, where appropriate, along with the actual levels achieved, to better identify benefit categories that are lagging behind the Companies' original plan.

d. In categories where the Companies are lagging target levels, the Companies will provide in the metrics report an explanation of the situation and an outline of organizational steps being taken to improve attainment of the benefit going forward.

e. The Companies' progress in achieving all benefits will be more closely tracked through a more robust metrics process, which will aid in identifying areas where the Companies require additional focus.

f. Improvements will be made to the tracking of and incentives around the Companies' achievement of benefits, such that these items become a greater focus within the project management organization.

g. The Grid Mod I reporting metrics and additional recommended data will be collected and analyzed for the performance of these technologies as part of the Companies' Grid Mod II.

h. Benefit projection methods will be revisited with the charge to improve transparency and, therefore, future auditability. Stakeholders can provide input regarding benefit projection methods through the Grid Mod Collaborative.

i. Revised metric categories will support stakeholders in understanding the status of operational savings achievement and allow for actions to be taken in response to either shortfalls or surpluses regarding operational savings levels.

j. Call Center report logs will better track the presence of AMI and potential difference in call center volume and time spent on resolutions, and the Companies will analyze the associated impact on call resolution time.

k. The Companies will report SAIDI / SAIFI performance on reliability post-Grid Mod I investment consistent with the way the assumed benefits were derived.

l. The Companies will demonstrate efficiencies resulting from DA technologies in their work order tracking process and investigate the extent to which it allows for reduced overtime, spend time on other important efforts, or potentially avoiding future hiring needs.

m. The Companies will formally outline their measurement approach for metrics #43 (MW saved due to IVVC) and #44 (MWh saved due to IVVC), considering the auditor's input in Section III.D of the report.

n. For ADMS, Grid Mod I reporting metrics and additional data and metrics will be collected and analyzed for the performance of these technologies as part of the Companies' Grid Mod II.

o. The Companies will make a showing of further benefits to be achieved by leveraging the capabilities of the ADMS platform as installed and outline a plan including revised procedures where appropriate.

p. The Companies will formalize the use of ADMS in dispatch and training-related procedures. The Companies will demonstrate the manner in which the efficiencies achieved result in budgetary savings (e.g., reduced overtime, reduced staffing, etc.).

2. Specifically, to address the metrics-related recommendations from the OBA report referenced in Sections K.1.b., e., f., i., k., and n., above, the Companies will incorporate new or modified metrics for customer benefits and operational savings in the following categories:

   a. Time-Varying Rates

   b. Customer Energy Management

   c. DA Reliability Improvements (Storm and Non-Storm)

   d. Platform Reliability Improvements

   e. IVVC – Energy Savings

   f. IVVC – Capacity Savings

   g. AMI – Meter Reading

   h. AMI – Meter Services

   i. AMI – Back Office

   j. AMI – Call Center

   k. DA – Operational Savings

   l. ADMS Operational Savings

3. For metrics which have a specific performance target in the cost-benefit analysis, the Companies will include the target levels along with the actual

levels achieved in the metrics report, consistent with the Companies' supplemental testimony.

4. The Companies will report quarterly to the Grid Mod Collaborative on operational savings from Grid Mod I and Grid Mod II investments.

5. The Companies will report quarterly to the Grid Mod Collaborative on customer benefits from the Grid Mod I and Grid Mod II investments, focusing on the following benefits consistent with the Companies' proposed metrics:

    a. Distribution Automation – SAIFI – Blue Sky improvement

    b. Distribution Automation – SAIDI – Blue Sky improvement

    c. Distribution Automation – SAIFI – Storm improvement

    d. Distribution Automation – SAIDI – Storm improvement

    e. IVVC – Energy Savings

    f. AMI – Energy Savings from SSO Time-Varying Rates

    g. AMI – Energy Savings from Customer Energy Management

6. The Companies will solicit input from the Grid Mod Collaborative on ways to enhance the customer benefits.

7. The Companies agree to an Operational Benefit Assessment of Grid Mod II commencing three years following Commission approval of Grid Mod II, which shall be completed no later than one year following completion of Grid Mod II deployment. The OBA shall include a review of and possible increase to the level of Grid Mod II operational savings credited to the revenue requirements of Rider AMI.

L. Data Access

1. Currently, PUCO-certified CRES providers may access residential customer hourly interval data, without cost, on the Companies' Supplier Portal through Single User-Multiple Request (SU-MR), which requires customer authorization pursuant to Ohio Adm.Code 4901:1-10-24(E)(3). SU-MR will remain unchanged and available to PUCO-certified CRES providers in Grid Mod II.
2. Residential Hourly Interval Data – PUCO-certified CRES that are retail electric generation providers.
    a. Upon Commission approval, the Companies will design and build the IT system changes necessary and initiate the PUCO EDI Working Group changes necessary to make available to PUCO-certified retail electric generation providers the hourly interval data for their enrolled residential customers as follows:
        i. Supplier Portal: System-to-System Historical Interval Usage (StS-HIU), and System-to-System Rolling 10-Day (StS-Rolling 10 day).
        ii. EDI: Residential Interval Usage (867IU).
        iii. The interval data available to CRES providers will include all interval data utilized by PJM to assign costs to CRES providers for billing to shopping customers.
        iv. The interval data will be provided to CRES providers without cost.

v. During the Companies' implementation process, they will provide status updates at the quarterly Grid Mod Collaborative meetings.

b. In accordance with the Commission-approved settlement in Grid Mod I, Case Nos. 16-481-EL-UNC, *et al*., the Companies have undertaken the steps necessary to utilize residential customer interval data for wholesale market settlements including calculating and settling the hourly energy load obligation and calculating Peak Load Contribution ("PLC"). That settlement provided further that "The THEO, PLC, and NSPL data will be made available to authorized CRES providers, consistent with 4901:1-10-24 of the Ohio Administrative Code, through the pre-enrollment list and electronic data interchange ("EDI") transactions, as applicable."

c. The Signatory Parties agree that because the Companies are now utilizing residential customer hourly interval data such that PJM can assign monthly energy costs to CRES to be billed monthly to residential customers, that hourly interval data for residential customers with an AMI meter is being utilized for billing purposes for all shopping residential customers with an AMI meter, within the meaning of Rule 4901:1-10-24. As such, the Signatory Parties agree that the Companies shall be permitted to disclose and CRES providers shall be entitled to access the hourly interval data for CRES providers' enrolled residential customers using StS-HIU, StS-Rolling 10 day, and/or EDI 867IU without needing to undertake additional steps, such as providing customer authorization to the Companies. The Signatory Parties agree further that if the Commission disagrees with the conclusion that the hourly interval data is being utilized for billing purposes that the Signatory Parties request the Commission waive the consent requirement in Rule 4901:1-10-24(E)(3) for StS-HIU, StS-Rolling 10 day, and/or EDI 867IU.

3. Hourly Interval Data – NOPEC

   a. The Signatory Parties agree that NOPEC would benefit from access to customer hourly interval data for its aggregated customers for purposes of offering programs, including time of use offerings. This access is consistent with Ohio state policy. *See* R.C. 4928.20(K). Therefore, the Signatory Parties request that the Commission waive the consent requirement in Rule 4901:1-10-24(E)(3) for NOPEC and allow (1) the Companies to provide NOPEC with hourly interval data for its aggregated customers through StS-HIU, StS-Rolling 10 day, and/or EDI 867HIU, and (2) NOPEC's PUCO-certified CRES generation supplier to provide NOPEC with hourly interval data for its aggregated customers.

   b. Upon Commission approval of the waiver referenced in Section L.3.a., the Signatory Parties agree as follows:

      i. The Companies will create a coordination agreement that will apply to NOPEC's access to customer interval data through the

Companies' systems. The agreement will incorporate the provisions of the Companies' Supplier Tariffs, including the Supplier Coordination Agreement, and Supplier Registration requirements,[9] to the extent applicable for NOPEC to receive interval data, and excluding requirements applicable to, and satisfied by, NOPEC's certified CRES supplier that permit it to serve NOPEC aggregation customers, e.g., all financial, credit, and collateral requirements. The agreement must be executed before data access will be provided.

ii. NOPEC shall only have access to the customer data and Companies' systems identified in this Section L.3. so long as it is an active governmental aggregator organized under R.C. 4928.20 and certified by the PUCO under R.C. 4928.08.

iii. NOPEC must also comply with program-specific requirements applicable to any individual system, such as the EDI Trading Partner Agreement, nondisclosure agreements, cybersecurity requirements, connectivity testing, EDI testing, etc. which are currently applicable to PUCO-certified retail electric generation providers that access the Companies' systems, unless the requirement(s) applies solely to system functionality that NOPEC will not access (e.g., EDI enrollments, drops, etc.) as determined in the Companies' sole discretion.

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[9] https://www.firstenergycorp.com/supplierservices/oh/supplier_registration.html

iv. The Companies and NOPEC will use best efforts to cooperate and communicate with each other to allow data requests from NOPEC to be processed without adversely impacting the performance of the Companies' systems or the transaction of business between the Companies and PUCO-certified retail electric generation providers. The Companies may temporarily restrict data access when necessary due to high volumes, system limitations, and/or to address system usage by PUCO-certified CRES that are retail electric generation providers.

v. To access data through the Companies' systems, NOPEC will be responsible to provide to the Companies the unique DUNS number specific to NOPEC. NOPEC is solely responsible for working with the PUCO-certified CRES retail generation providers who serve their load to provide the DUNS number. A distinct log-in will be required for each unique DUNS number, and a new DUNS number is required if NOPEC changes its generation provider.

c. The Companies shall have no obligation to create new systems in response to NOPEC data requests.

4. The Companies will continue working with interested stakeholders to discuss access to smart meter data, including access to data for prospective residential customers.

5. The Companies will continue to convene Data Access Collaborative meetings as they have done in Grid Mod I, including discussions on providing 15-minute interval data.
6. Subject to Commission Rules and resolution of items L.6.a.–d. below, the Companies will provide retail customer data to CRES providers, governmental aggregators, and third-party aggregators (e.g., Curtailment Service Providers, Distributed Energy Resource (DER) aggregators) to allow them to enroll any customers and participate in the PJM markets, including but not limited to ancillary service markets and demand response programs. In the Grid Mod Collaborative meeting following approval of Grid Mod II, the Companies will discuss the following:
    a. what data may be available under this Section;
    b. the mechanics of how the data will be disseminated;
    c. responsibilities of parties to maintain customer consent records, and obligations of parties to meet customer protection laws and regulations; and
    d. the mechanism to document such responsibilities and performance requirements (e.g., a tariff, contract, etc.).
7. Data sharing under this Section shall begin no later than one year from the Grid Mod Collaborative meeting following approval of Grid Mod II, unless the Companies notify the Grid Mod Collaborative that more time is required to implement the program.

8. The Companies will continue to provide interval data through their customer portal to commercial and industrial customers who have interval or advanced meters with certain limited exceptions (e.g., manually billed customers). If interval data is not available to such commercial and industrial customers through the portal but is available to the Companies through their existing systems, the Companies will make reasonable efforts to provide up to the preceding 12 months of the interval data within 10 business days of a request by the customer or their authorized representative to FirstEnergy. If available to the Companies, the interval data provided to commercial and industrial customers will be 15-minute interval data.

M. Rider AMI[10]

1. Beginning with the first Rider AMI update filing to include recovery of Grid Mod II costs, the Companies will incorporate the following modifications to the recovery of Grid Mod I and Grid Mod II costs included in Rider AMI:
    a. The return on rate base will use the ROE, capital structure, and cost of debt from the most recently approved base rate case. These inputs will be updated following completion of the base rate case filed in May 2024.
    b. Eliminate the forecast component of the calculation and include only actual costs.
    c. In quarterly filings, include details on quarterly investments.

[10] NOPEC does not support Paragraphs M (1), (2) and (4), but agrees not to oppose them as part of the Stipulation as a package. NOPEC's non-opposition shall not be relied upon or cited as precedent or constitute any waiver by NOPEC with respect thereto in any other forum or proceeding.

2. For Grid Mod I and Grid Mod II costs and operational savings included in Rider AMI, the Companies will utilize the allocation methodology currently approved for Rider AMI until the Commission issues its Opinion & Order in the 2024 base rate case. The allocation of costs between customer classes, excluding operational savings, will be updated to match the allocation of base distribution revenue as approved by the Commission in the 2024 base rate case, after adjustment to exclude Rate GT customers. In determining Rider AMI rates for Grid Mod II costs using this allocation methodology, the GS, GP and GSU rate schedules will be combined into a single rate.
3. Prior to each year the Companies will make a presentation to the Grid Mod Collaborative showing the estimated Grid Mod II investments to be made in the following year.
4. Until Grid Mod II operational savings are incorporated into the Companies' base distribution rates, or if there is no adopted recommendation from the Grid Mod II Operational Benefits Assessment identified in K.7 above, the Companies will provide credits through Rider AMI or its successor mechanism equal to the estimated Grid Mod II operational savings included in the cost-benefit analysis as follows:
    a. Year 1: $0
    b. Year 2: $1.26 million;
    c. Year 3: $8.24 million;
    d. Year 4: $17.43 million;
    e. Year 5: $22.30 million;

f. Year 6: $23.36 million; and

g. Year 7: $24.69 million.

5. In order to resolve the Rider AMI audits for years 2019–2021 identified above in A.1.b., in addition to the commitments in D.1., the Companies will ensure that all other recommendations from the Staff Reports for these audits are addressed. Specifically, the Companies will ensure that the costs of incentive compensation that Staff recommended for removal in their reports have been removed from Rider AMI and reconciled.

N. Electric Vehicles

1. The Companies will withdraw the managed EV charging pilot.
2. In the Companies' May 2024 base distribution rate case, the Companies will propose tariff revisions applicable to publicly available EV charging customers.
3. In the next rule review of the Commission's line extension rules, the Companies agree to support that EDUs be responsible for 80% of line extension costs for EVSE, provided that the EDUs receive full cost recovery.

O. Distributed Energy Resource Management System ("DERMS")

1. The Companies will work with Staff to file a report (progress and lessons learned) in years 2 and 4 of Grid Mod II.

P. Front-of-the-Meter Battery Energy Storage System ("FTM BESS")

1. The Companies will withdraw the front-of-the-meter battery energy storage system pilot.

Q. Lateral Electronic Circuit Protection Pilot ("LECP")

1. The Companies will withdraw the LECP Pilot.

R. Federal Funding

1. The Companies shall examine whether federal funding is available for any aspect of Grid Mod II and present the results of their findings to the Grid Mod Collaborative.
2. The Companies will solicit input from the Grid Mod Collaborative regarding any additional funding sources which may be available.
3. To the extent the Companies receive federal funding specifically for Grid Mod II projects, there will be a corresponding offset in Grid Mod II costs.

VI. PROCEDURAL ASPECTS

1. Recognizing the value of a timely ruling by the Commission to achieve the benefits described in this Stipulation, the Companies and all other Signatory Parties will endeavor to obtain Commission approval of this Stipulation, and they request the Commission to act expeditiously and approve this Stipulation without modification.

2. The Stipulation is presented, collectively, by all three Companies and their offer is conditioned on the Commission's acceptance of all of the Stipulation's provisions in their totality, without modification, for all three Companies. The Commission's approval of the Stipulation indicates the Commission's acceptance of all of the Signatory Parties' recommendations contained herein.

3. This Stipulation is submitted for purposes of this proceeding only and is not deemed binding in any other proceeding. Except for enforcement purposes or to establish that the terms of the Stipulation are lawful, neither the Stipulation nor any information or data contained in, supporting, or attached to the Stipulation shall be offered or relied upon in any other proceedings.

In addition, this Stipulation is submitted without any admission against, or prejudice to, any position which any Signatory Party might adopt in another proceeding.

4. The agreement of the Signatory Parties reflected in this document is expressly conditioned upon its acceptance in its entirety and without material modification by the Commission, provided, however, that each Signatory Party has the right, in its sole discretion, to determine whether the Commission's approval of this Stipulation constitutes a "material modification" thereof. The Signatory Parties agree that if the Commission or any court of competent jurisdiction rejects all or any material part of this Stipulation, or otherwise materially modifies its terms, any adversely affected Signatory Party shall have the right to file an application for rehearing or a motion for reconsideration. Upon the Commission's issuance of an entry on rehearing or any court's issuance of a ruling on a motion for reconsideration that does not adopt the Stipulation in its entirety without material modification, any Signatory Party may terminate and withdraw from the Stipulation by filing a notice with the Commission and the other Signatory Parties within thirty (30) days of the Commission's entry on rehearing or court's ruling on a motion for reconsideration, terminating its Signatory Party status without penalty or cost and regaining its rights as a non-Signatory Party as if it had never executed the Stipulation. Following such termination of Signatory Party status, the terminating Signatory Party shall have a right to oppose the Stipulation, including, but not limited to, (i) adequate time to take discovery regarding the Stipulation, (ii) an opportunity to file testimony opposing the Stipulation, and (iii) a hearing. However, no Signatory Party shall terminate and withdraw from the Stipulation without first negotiating in good faith with the other Signatory Parties to achieve an outcome that substantially satisfies the intent of the Stipulation.

5. Unless the Signatory Parties exercise their right to terminate Signatory Party status as described above, each Signatory Party agrees to and will support the reasonableness of this Stipulation before the Commission, and to cause its counsel to do the same, and in any appeal from the Commission's adoption and/or enforcement of the Stipulation. The Signatory Parties also agree to urge the Commission to accept and approve the terms hereof as promptly as possible.

IN WITNESS WHEREOF, this Stipulation has been signed by the authorized agents of the undersigned Signatory Parties as of this 12th day of April, 2024. The undersigned Signatory Parties respectfully request the Commission to issue its Opinion and Order approving and adopting the Stipulation as filed and without modification.

Signatory Parties

/s/ Christine E. Watchorn
Ohio Edison Company

/s/ Christine E. Watchorn
The Toledo Edison Company

/s/ Christine E. Watchorn
The Cleveland Electric Illuminating Company

/s/ Trent A. Dougherty (via email authority)
Citizens Utility Board of Ohio

/s/ Erica S. McConnell (via email authority)
Environmental Law & Policy Center

/s/ Stacie E. Cathcart (via email authority)
Interstate Gas Supply, LLC.

/s/ Angela Paul Whitfield (via email authority)
The Kroger Co.

/s/ Dane Stinson (via email authority)
Northeast Ohio Public Energy Council

/s/ Jody Kyler Cohn (via email authority)
Ohio Energy Group

/s/ David F. Proaño (via email authority)
Ohio Energy Leadership Council

/s/ Chris Tavenor (via email authority)
Ohio Environmental Council

/s/ Kimberly W. Bojko (via email authority)
The Ohio Manufacturers' Association Energy Group

/s/ Matthew R. Pritchard (via telephone authority
Retail Energy Supply Association

/s/ Carrie H. Grundmann (via email authority)
Walmart Inc.

Attachment A: Grid Mod II Cost-Benefit Analysis

($ in millions)	Nominal	NPV
Estimated Benefits	$ (998)	$ (445)
Estimated Costs		
Capital	$ 421	$ 352
Incremental O&M	$ 289	$ 154
Operational Savings	$ (474)	$ (210)
Total	$ 236	$ 296
Net Benefits	$ 762	$ 149
Benefit-to-Cost Ratio	4.2	1.5