

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of)
FirstEnergy Corp. on Behalf of Ohio)
Edison Company, The Cleveland) Case No. 99-1212-EL-ETP
Electric Illuminating Company and) Case No. 99-1213-EL-ATA
The Toledo Edison Company for) Case No. 99-1214-EL-AAM
Approval of Their Transition Plans)
and for Authorization to Collect)
Transition Revenues, for Tariff)
Approval and for Certain Accounting)
Authority)

In the Matter of the Application)
of The Cincinnati Gas & Electric)
Company for Approval of its) Case No. 99-1658-EL-ETP
Electric Transition Plan and for) Case No. 99-1659-EL-ATA
Authorization to Collect Transition) Case No. 99-1660-EL-ATA
Revenues,) Case No. 99-1661-EL-AAM
Approval of Tariff Changes and New) Case No. 99-1662-EL-AAM
Tariffs, Authority to Modify Current) Case No. 99-1663-EL-UNC
Accounting Procedures, and)
Approval to Transfer its Generating)
Assets to an Exempt Wholesale)
Generator)

In the Matter of the Application)
of the Dayton Power and Light)
Company for Approval of Transition) Case No. 99-1687-EL-ETP
Plan and Pursuant to § 4928.31,) Case No. 99-1688-EL-AAM
Revised Code, for the) Case No. 99-1689-EL-ATA
Opportunity to Receive Transition)
Revenues as Authorized Under)
§§ 4928.31 to 4928.40, Revised)
Code, for Approval to Change)
Accounting Methods, and Approval)
to Amend its Tariff)

In the Matter of the Applications of)
Columbus Southern Power)
Company and Ohio Power Company) Case No. 99-1729-EL-ETP
for Approval of Their Electric) Case No. 99-1730-EL-ETP
Transition Plans and for Receipt)
of Transition Revenues)

In the Matter of the Application of)
Monongahela Power Company dba)
Allegheny Power for Approval of an) Case No. 00-02-EL-ETP
Electric Transition Plan)

STIPULATION AND RECOMMENDATION

Pursuant to Ohio Administrative Code Rule 4901-1-30, the undersigned parties to this Stipulation and Recommendation (the Signatory Parties) do hereby stipulate and agree to resolve the issues contained in the attached *pro forma* tariff in the instant proceeding pertaining to the Signatory Public Utility Companies' Operational Support Plans, except to the extent that the Signatory Parties have reserved the issues specifically described below.

While the Signatory Parties hereto recognize that this Stipulation and Recommendation (Stipulation) is not binding upon The Public Utilities Commission of Ohio (Commission), it is the position of the Signatory Parties hereto that the Stipulation is an agreement among a broad base of Signatory Parties to this proceeding; that the Stipulation is supported by adequate data and information; that it represents a just and reasonable resolution of issues addressed herein; that it violates no regulatory principle or precedent; and that, accordingly, the Stipulation is entitled to careful consideration and should be adopted in its entirety by the Commission. Further, the Signatory Parties agree and represent that this Stipulation was the

product of extensive bargaining among knowledgeable parties and is in the public interest.

Neither this Stipulation, nor the information and data contained therein or attached, shall be cited as precedent in any future proceeding for or against any Signatory Party, or the Commission itself, if the Commission approves the Stipulation. This Stipulation is a compromise involving a balancing of competing positions, and it does not necessarily reflect the position which one or more of the Signatory Parties would have taken if these issues had been fully litigated.

The Signatory Parties believe that this Stipulation represents a reasonable compromise of varying interests. Should the Commission reject or modify all or any part of this Stipulation or impose additional conditions or requirements upon the Signatory Parties, a Signatory Party shall have the right, within 30 days of issuance of the Commission's order, to either file an application for rehearing or terminate and withdraw the Stipulation by filing a notice with the Commission. Upon rehearing, any Signatory Party may terminate and withdraw the Stipulation by filing a notice with the Commission within 30 days of the Commission's order on rehearing. Upon notice of termination or withdrawal by any Signatory Party, pursuant to the above provisions, the Stipulation shall immediately become null and void. In such event, a hearing shall go forward and the Signatory Parties shall be afforded the opportunity to present evidence through

witnesses, to cross-examine all witnesses, to present rebuttal testimony, and to brief all issues which shall be decided based upon the record and briefs as if this Stipulation had never been executed.

WHEREFORE, the Signatory Parties stipulate and recommend as follows:

1. Each Signatory Public Utility Company hereby adopts the principles set forth in the attached *pro forma* tariff into its Operational Support Plan. The parties do not intend that the *pro forma* tariff language must be adopted verbatim, but that the provisions of the *pro forma* tariff will be used by each Company in the construction of its respective final tariffs and integrated with the individual style of the company's tariff to maintain consistency with the Company's definitions and applicability provisions. Any Signatory Party may file notice, comments or otherwise seek amendments to a compliance filing that does not conform to the *pro forma* tariff or this Stipulation. Each Signatory Public Utility Company likewise agrees to make appropriate adjustment to its tariffs, within 30 days, to comply with a final order of the Commission in the generic proceeding described below.
2. Each Signatory Public Utility Company's Operational Support Plan, as amended in accordance with paragraph 1, above, and only to the extent of the issues addressed by the *pro forma* tariff

and this Stipulation be found to comply with Ohio Revised Code § 4928.31 and Ohio Administrative Code Rule 4901:1-20-03, Appendix B, and be approved.

3. The Signatory Parties who intervened in each Signatory Public Utility Company's Transition Plan proceeding (the Intervenors) withdraw their preliminary objections specifically addressed by the *pro forma* tariff, except as provided below. Furthermore, the Signatory Parties agree not to file any additional preliminary objections or otherwise object to any aspect of the *pro forma* tariff in any of the Signatory Public Utility Company's Transition Plan proceedings, except as provided below.
4. The Signatory Parties stipulate that, except for Dayton Power and Light Company as provided below, interval meters shall be required for end-use customers who select a certified supplier and who have a maximum peak demand greater than or equal to the following levels for the most recent twelve (12) month period:
 - 25kW for Dayton Power and Light Company;
 - 100kW for Cincinnati Gas & Electric Company;
 - 200kW for Columbus Southern Power Company and Ohio Power Company;
 - 300kW for Monongahela Power Company; and
 - 400kW in 2001-2002, 300kW in 2003, and 200kW thereafter for the FirstEnergy companies.

The charges for the interval meter may include a tariffed rate or payment plan not to exceed twenty-four (24) months.

5. The Signatory Parties stipulate that under Sections VII and IX of the *pro forma* tariff, the following provisions apply only to The Dayton Power and Light Company (DP&L). Under Section VII, suppliers will pay DP&L \$1,000 for the first pre-enrollment list provided by DP&L to the supplier. For each list provided thereafter, the charge contained in the *pro forma* tariff will apply. DP&L will track the cost recovery of the pre-enrollment list and will cease charging suppliers for the list when it has recovered \$38,000. Under Section IX, DP&L's interval meter threshold is 25 kW and therefore DP&L will extend interval metering payment terms to thirty-six (36) months.
6. The Signatory Parties reserve their preliminary objections relevant to the issues not addressed in the *pro forma* tariff. The Signatory Parties stipulate that they will jointly present the remaining Operational Support issues to the Commission in the form of a request seeking the opening of a generic proceeding by the Commission. The Commission will determine the scope of and procedure for this generic proceeding. However, the Parties recommend to the Commission that it permit any party to submit a list of issues to be addressed, to submit comments and reply

comments on the issues, and that the Commission issue a final order on the following issues on or before June 15, 2000:

- a. energy imbalances
 - b. residential minimum stay
 - c. utility purchase of supplier accounts receivable
 - d. utility consolidated bill ready billing
 - e. supplier consolidated billing
 - f. electronic data requirements
7. The Signatory Parties also agree to continue the Operational Support Plan Working Group meetings quarterly (or more frequently, if necessary) beginning no later than March 1, 2001, to refine and improve the Signatory Public Utility Companies' Operational Support Plans. Any party may place any issue on the Operational Support Plan Working Group agenda prior to the commencement of any meeting. The meetings shall take place at the offices of the Public Utilities Commission of Ohio or such other location as the Signatory Parties may agree.

WHEREFORE, the undersigned Signatory Parties join in the foregoing stipulation and agreement and respectfully request the Commission to approve the matters set forth herein.

5/15/00