

**STATE OF ILLINOIS**  
**ILLINOIS COMMERCE COMMISSION**

COMMONWEALTH EDISON COMPANY	)	
	)	Docket No. 19-0580
Annual energy efficiency formula rate update	)	
and revenue requirement reconciliation	)	
pursuant to Section 8-103B of the	)	
Public Utilities Act.	)	

**STIPULATION AGREEMENT**

**I. INTRODUCTION**

The parties to this stipulation agreement (“Stipulation Agreement” or “Stipulation”) are Commonwealth Edison Company (“ComEd” or the “Company”), the Staff of the Illinois Commerce Commission (“Staff”), the Citizens Utility Board (“CUB”), Environmental Defense Fund (“EDF”), the Natural Resources Defense Council (“NRDC”), and the People of the State of Illinois (“AG”). Each party is referred to herein as a “Party”, and collectively as the “Parties”. The Parties have entered into this Stipulation Agreement as a compromise of all contested issues, as between the Parties in this proceeding, *Annual energy efficiency formula rate update and revenue requirement reconciliation pursuant to Section 8-103B of the Public Utilities Act*, ICC Docket No. 19-0580 (the “EE FRU Proceeding” or “Proceeding”), in order to minimize the time, expense, and uncertainty of further litigation.

The Parties enter into this Stipulation Agreement to resolve all issues, as between the Parties, in this Proceeding. The Parties stipulate to facts related to, and jointly present the resolution of, contested issues raised in this Proceeding (“Stipulations”; see Section II. Parties’ Stipulations). This Stipulation Agreement recognizes the requirement that any resolution of issues by the Illinois Commerce Commission (the “ICC” or the “Commission”) must be supported by substantial record evidence, and otherwise in accordance with law. The Parties agree that evidentiary record supports the resolution of the contested issues in accordance with the recommendation of this Stipulation. The Parties request that the Commission dispose of the issues in this Proceeding in accordance with the Parties’ joint recommendations as provided below in Section II (“Parties’ Stipulations”). The Parties to this Stipulation that are also party to ICC Docket No. 19-0387 also agree as provided below in Section III (“Other Agreement of the Parties”) to propose certain issues in that case be disposed of consistently with the proposed resolution of this case.

Without waiving any rights except as indicated herein, the Parties hereby stipulate and agree as follows:

## II. PARTIES' STIPULATIONS

1. **Revenue Requirement.** The Parties stipulate that ComEd's 2020 Application Year Net EE Revenue Requirement, as provided in ComEd Ex. 4.0 and ComEd Ex. 4.02 and further adjusted by this Stipulation Agreement, as set forth in Attachment A should be adopted for rates beginning January 2020. The record in this Proceeding includes substantial evidence supporting that result.
2. **Total Resource Cost.** The record contains substantial evidence concerning the Total Resource Cost ("TRC") reports completed by ComEd's independent evaluator. The Parties' stipulated recommendation on this subject, as provided below in subsections (a) through (d), falls within the range of the Parties' litigation positions.
  - a. ComEd commits to work with the independent evaluator Navigant to include contractual clauses, effective January 1, 2020 and January 1, 2021, in the 2020 and 2021 contract releases, respectively, of the Energy Efficiency EM&V Services 2017-2023 Contract between ComEd and Navigant, previously filed in ICC Docket No. 17-0312, stating that the independent evaluator must use best efforts to provide ComEd with a final TRC report by June 29, annually.
  - b. ComEd will use best efforts to file the final TRC report by July 1 with the Commission in the annual energy efficiency formula rate update proceeding. To the extent the independent evaluator provides the final TRC report to ComEd before June 29, ComEd agrees to file the final TRC report as soon as is practicable.
  - c. Parties agree that the requirements provided in subsection (b) apply to the voltage optimization ("VO") TRC reports completed by the independent evaluator. ComEd and Staff commit to work with interested stakeholders to reach consensus on the appropriate content, cost, methodology and format of VO TRC evaluations and reports.
  - d. Parties agree that the requirements provided in subsection (b) do not apply to TRC reports for joint utility programs. For any such report, ComEd commits to file the final TRC report for the joint programs in the annual energy efficiency formula rate update proceeding as soon as it is available.

**3. Allocation of Vendor Costs Associated with the ComEd Marketplace.**

The record in this Proceeding contains substantial evidence concerning the allocation of costs between delivery services formula rate revenue requirement and the energy efficiency formula rate revenue requirement from vendors Simple Energy and Halcyon Plus, LLC (“Halcyon”) related to the ComEd Marketplace (“Marketplace”). The Parties’ stipulations on this subject, as provided below in subsections (a) through (c), fall within the range of the parties’ litigation positions.

- a. Simple Energy and Halcyon costs incurred by ComEd related to the ComEd Marketplace in calendar year 2018 will be allocated 10% to the delivery services formula rate revenue requirement and 90% to the energy efficiency formula rate revenue requirement. Before this 10/90 allocation is applied, the total amount of 2018 Simple Energy and Halcyon costs will be reduced by \$20,746 in recognition of ComEd’s commitment in the delivery services formula rate case. *See Commonwealth Edison Co.*, ICC Docket No. 19-0387, Tracy Sur., ComEd Ex. 12.0 at 11:227-236 (filed August 23, 2019).
- b. The Parties stipulate that the allocation to the energy efficiency formula rate revenue requirement, i.e., 90%, reflects the percentage of products sold with a rebate on the Marketplace in 2018.
- c. The parties acknowledge that this cost allocation only applies to 2018 costs; it is not precedential in future Commission proceedings. The Parties do not waive their rights to advocate for the same or different Marketplace cost allocations and/or methodologies in future Commission proceedings than that provided in this Stipulation Agreement for 2018, but will not rely on the Commission Order in this proceeding adopting this stipulation in their arguments.
- d. The Parties further agree that they will jointly propose that the final Order of the Commission in this Proceeding expressly state that the Commission’s adoption of the stipulated allocation result is also not precedential.
- e. The Parties agree that the Commission should not adopt in its final Order for this Proceeding the AG’s request for specific reporting requirements concerning the Marketplace.

4. **Cost Tracking and Reporting.** The record contains substantial evidence concerning the topics of cost tracking and cost reporting. The Parties' stipulations on this subject, as provided below in subsections (a) and (b), fall within the range of the Parties' litigation positions.

- a. *Energy Efficiency-Related Travel Costs:* Beginning with 2020 costs, ComEd will track EE-related travel costs by associated conference or membership association for energy efficiency employees traveling to the conference or association event.
- b. *Tracking and Reporting Costs Consistent with the Policy Manual:* ComEd will use best efforts to track and report costs in its future quarterly report and annual filings consistent with the cost definitions set forth in the applicable Illinois Energy Efficiency Policy Manual ("Policy Manual") Version 1.1 or Version 2.0, Sections 5 and 8.4, and the corresponding sections in successor versions.
  - i. As part of this commitment, ComEd will prepare a summary sheet within 60 days of the Commission's Order in this Proceeding that outlines how it is categorizing different types of program and portfolio costs using the Policy Manual cost categories. In the summary sheet, ComEd will specify how it will track particular types of costs that may need to be reported at a more granular level to ensure there is an accurate accounting of the costs in future cost-effectiveness analyses (e.g., for RCx, under the incentive cost category, ComEd will need to track study-based incentives separate from incentives provided for actual energy efficiency measures).
  - ii. Staff commits to timely working with ComEd to identify the "particular types of costs that may need to be reported at a more granular level"; ComEd will include those identified costs in the summary sheet.
  - iii. VO costs will not be included in the summary sheet.
  - iv. Prior to finalizing the final summary sheet, ComEd will share this final summary sheet with Staff, the independent evaluator(s), and any requesting interested stakeholders for review. ComEd is not required to file the final summary sheet with the Commission.
  - v. Parties agree to work to reach consensus that ComEd is classifying, tracking, and reporting costs correctly consistent with the Policy Manual cost definitions in the summary sheet.

**5. The Role and Related Duties of ComEd's Independent Evaluator during ComEd EE FRU Proceeding in the Plan 5 Period.**

As evidenced by the June 20, 2019 hearing on the topic, and the subsequent Notice of Administrative Law Judges' Ruling (issued July 22, 2019), the record contains substantial evidence concerning the role and obligation of ComEd's independent evaluator Navigant in EE FRU proceedings. Parties stipulate that in the remaining Plan 5 EE FRU proceedings to be filed on or before June 1, 2020, June 1, 2021, and June 1, 2022, the Parties agree to support requests to classify ComEd's independent evaluator Navigant as a "non-party participant" as defined at 83 Ill. Admin. Code § 200.40, on the expressed condition that testimony and other information submitted by the independent evaluator will be subject to all due process procedure protections applicable to testimony filed by a witness offered by a party including, but not limited to, cross-examination and discovery under the Commission's Rules of Practice. No later than three (3) business days after ComEd files the annual EE FRU petition, ComEd will file a motion requesting that the Commission classify ComEd's independent evaluator Navigant as a "non-party participant" as defined at 83 Ill. Admin. Code § 200.40 in that EE FRU proceeding.

- a. Subject to any Commission rulings or orders, the Parties agree that in its capacity as a "non-party participant" in the remaining Plan 5 EE FRU proceedings, the independent evaluator is expected to:
  - i. file concise direct testimony (A) providing a high-level summary of its summary report; (B) providing high level overviews of each annual program evaluation report; and (C) describing any disputes that have been documented in any of the evaluation reports in accordance with the Settlement Stipulation approved by the Commission in ICC Docket No. 17-0312. The independent evaluator will make best efforts to file its direct testimony within 14 days of ComEd filing the annual EE FRU petition;
  - ii. respond to any data requests served on it by the parties to the proceeding pursuant to 83 Ill. Admin. Code Part 200;
  - iii. file testimony responding to an issue with the evaluation reports that is raised by a party in a given proceeding; and
  - iv. be available to provide oral testimony at the evidentiary hearing in a given proceeding regarding its evaluation reports submitted in the proceeding.

- b. ComEd commits to work with the independent evaluator Navigant to include contractual clauses, effective January 1, 2020 and January 1, 2021, in the 2020 and 2021 contract releases, respectively, of the Energy Efficiency EM&V Services 2017-2023 Contract between ComEd and Navigant, previously filed in ICC Docket No. 17-0312, to incorporate contractual provisions reflecting the independent evaluator’s “non-party participant” role and the related duties listed above in subsection (a), effective January 1, 2020.
- c. Parties agree that costs, including legal costs, incurred related to the independent evaluator’s discharge of its duties as a “non-party participant” in Plan 5 EE FRU proceedings are evaluation costs in accordance with 220 ILCS 5/8-103B(g)(6). Each Party agrees that it will not object to ComEd’s recovery of reasonable and prudent costs incurred related to the independent evaluator’s discharge of its duties as a “non-party participant” in Plan 5 EE FRU proceedings.

**6. Voltage Optimization Evaluation for 2018.** ComEd accepts the 2018 VO savings amounts as calculated by independent evaluator Navigant for the remaining 14 years of the life of VO installed on circuits<sup>1</sup> in 2018. The record contains substantial evidence concerning the 2018 VO evaluation to support this result.

**7. Voltage Optimization Evaluation Methodology for 2019 Evaluated Savings.** The methodology described below in subsections (a) through (d) shall be used to evaluate ComEd’s 2019 VO Program and the savings achieved under the Program during 2019; the methodology below will apply to the circuits on which VO was commissioned in 2019. The record contains substantial evidence concerning the 2019 VO evaluation to support Parties’ stipulation.

$$\text{Energy Savings} = \text{Energy Baseline} * \text{CVRf} * \text{voltage reduction percentage}$$

- a. Annualization: Savings will be annualized in accordance with ComEd’s Plan 5 Stipulation.<sup>2</sup>
- b. Conservation Voltage Reduction (CVR) factor: 0.80
- c. Energy Baseline: The Energy Baseline shall be made up from the sum of the annual energy consumption utilizing the actual energy measurement during the time when VO was OFF (this includes the actual measurements prior to VO activation during the given program year) and a calculated VO OFF value for the time when VO was ON. VO OFF Baseline Energy calculation for the periods

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<sup>1</sup> The terms “circuits” and “feeders” are used interchangeably in this Stipulation Agreement.

<sup>2</sup> *Commonwealth Edison Co.*, ICC Docket No. 17-0312, Mosenthal Dir., AG Ex. 1.2 (filed July 25, 2017).

when VO is ON shall be calculated using:

$$E_{VO\_OFF} = \frac{E_{VO\_ON}}{1 - (CVR_f * \Delta V)}$$

Where;

$E_{VO\_OFF}$  is the calculated VO OFF energy consumption when VO is ON (activated)

$E_{VO\_ON}$  is the actual measured energy consumptions during the period when VO is ON

$\Delta V$  is the voltage reduction

$CVR_f$  denotes the CVR factor

- i. Where power (MW) data has not been established yet, best available data from the feeder line measurement devices should be considered.
- ii. Data are clustered into bins in accordance to temperature, seasons, day type (weekday/weekend), and time of the day based on the VO OFF and ON statuses to create a lookup table. If multiple data points are found (i.e., same temperature range, same day type, same hour of the day, and same VO status), the average of multiple references are placed into the lookup table.
  - Weekdays are Monday thru Friday
  - Weekends are Saturday and Sunday
  - Seasons are defined as follows;
    - Spring: March thru May
    - Summer: June thru August
    - Fall: September thru November
    - Winter: December thru February
- iii. The independent evaluator shall use best practices, including an appropriate technique that is transparent, replicable, and most accurate to address any data quality issues, with input from interested stakeholders, including ComEd
- iv. Every feeder, under testing protocol, will be assessed individually to estimate the energy consumption
- v. When energy consumption baseline is measured at the feeder head, an adjustment will be made to recognize line losses and loss savings

- d. Voltage Reduction Measurement: Voltage reduction shall be calculated using the following equation and in accordance with the terms provided in subsections (1) through (6) below:

$$\Delta V = \left( \frac{V_{OFF} - V_{ON}}{V_{OFF}} \right)$$

- i. When VO is “OFF”, the voltage if VO was “ON” needs to be estimated and vice versa. The savings reductions during the VO On/Off testing shall not be a basis to reduce the estimated savings, the off periods shall be treated as if they were on during the evaluation period.
- ii. Voltage measurements are taken from the feeder’s head end primary voltage source.
- iii. Data are clustered into bins in accordance to temperature, seasons, day type (weekday/weekend), and time of the day based on the VO OFF and ON statuses to create a lookup table. If multiple data points are found (i.e., same temperature range, same day type, same hour of the day, and same VO status), the average of multiple references are placed into the lookup table.
  - Weekdays are Monday thru Friday
  - Weekends are Saturday and Sunday
  - Seasons are defined as follows;
    - Spring: March thru May
    - Summer: June thru August
    - Fall: September thru November
    - Winter: December thru February
- iv. The independent evaluator shall use best practices, including an appropriate technique that is transparent, replicable, and most accurate, to address any data quality issues, with the input from interested stakeholders, including ComEd
- v. The VO ON and VO OFF profiles shall be created for the entire program year at selected substation bus voltage control zones representative of the population of VO circuits using the lookup table for:
  - Alternating status (i.e., if VO is OFF, the VO ON profile shall be created and vice versa);
  - Corresponding temperature (e.g., 5° F) ranges;
  - Each hour of the day;
  - Each season; and
  - Each weekday/weekend day type

- vi. If VO is ON in a continuous basis throughout the year, previous year's voltage data along with temperature, day type, and time of the day can be correlated in accordance to present year's temperature data, day type, and time of the day to create the VO OFF profile. This correlation shall use the data created from the most representative feeder or feeders that have undergone testing.

**8. Voltage Optimization Evaluation Methodology for 2020 Evaluated Savings and the 2021 IL-TRM Version 9.0.** The record contains substantial evidence concerning the Voltage Optimization Evaluation Methodology for Savings in 2020 and beyond to support Parties' stipulation.

- a. The Parties commit to work with ComEd's independent evaluator to reach consensus before the end of the 2019 calendar year on approaches to data collection and related data issues that are transparent, replicable, and accurate to be used to evaluate VO savings achieved during 2020 and will be proposed for adoption in the 2021 Illinois Statewide Technical Reference Manual for Energy Efficiency Version 9.0 ("IL-TRM"), effective January 1, 2021 ("2021 IL-TRM Version 9.0").
- b. ComEd will request, and the other Parties will not object, that its independent evaluator incorporate an alternating "on/off" days methodology and regression analysis; however, if, as determined by the consensus of the Parties and the independent evaluator, whose consensus shall not be unreasonably withheld, a statistically valid alternative of similar or better reliability is identified, that alternative will be used to inform the methodology that will be proposed for adoption in the 2021 IL-TRM Version 9.0.
- c. The Parties agree that the evaluation methodology adopted for the 2021 IL-TRM Version 9.0 for ComEd shall be used to evaluate 2020 VO savings. If consensus on a ComEd VO methodology for the 2021 IL-TRM Version 9.0 is not reached and no final Commission order has been issued on the dispute by January 30, 2021, the IL-TRM Administrator's preferred VO evaluation methodology shall be used to evaluate the 2020 savings. Parties are not waiving their rights to challenge the IL-TRM Administrator's preferred VO evaluation methodology.

### III. OTHER AGREEMENT OF THE PARTIES

1. **Related Changes to the Revenue Requirement at Issue in Docket No. 19-0387.**  
The parties agree that the cost allocation recommended in the Stipulation, if adopted by the Commission, will have a corresponding impact on ComEd's 2020 rate year delivery services revenue requirement to be determined in the pending delivery services proceeding, ICC Docket No. 19-0387. To ensure consistency in this Proceeding (ICC Docket No. 19-0580) and in ICC Docket No. 19-0387, the Parties agree that on or before the date when the draft Proposed Orders are due in ICC Docket No. 19-0387, ComEd will file with the Commission in ICC Docket No. 19-0387 a Motion to Reopen the Record for the limited purpose of submitting an affidavit (i) documenting that this Stipulation Agreement has been agreed to by the Parties to this Proceeding, and (ii) recommending that if the result proposed by this Stipulation Agreement is accepted by the Commission in this Proceeding, then a corresponding reduction in the Marketplace costs allocated to the 2020 rate year delivery services revenue requirement should be made in ICC Docket No. 19-0387. The Parties agree that they will not oppose that motion, ask to cross examine the affiant, or seek to admit additional evidence in response to ComEd's motion in ICC Docket No. 19-0387. CUB will work in good faith to secure the agreement of IIEC to that motion.

### IV. TERMS AND CONDITIONS

1. The Parties agree that the Stipulation Agreement, in its totality, is the result of compromise. This Stipulation Agreement is the result of negotiation at arms-length between and among the Parties.
2. The Parties agree that this executed Stipulation Agreement will be filed as a late-filed exhibit in this Proceeding by motion no later than October 4, 2019; Parties will not oppose that motion, ask to cross examine witnesses, or seek to admit additional evidence in response to the motion.
3. The Parties' Stipulations shall not constitute, and shall not be construed or interpreted to constitute, an endorsement of the resolution achieved by that compromise for any purpose other than as set forth in this Section. Unless expressly stated or except as necessary to enforce the terms of the Other Agreement of the Parties, this Stipulation Agreement, and the stipulated terms and results contained within, is not precedential in future Commission proceedings. The Parties do not waive their rights to advocate for new, the same or different results than the stipulated results in future Commission proceedings, but will not rely on the Commission Order in this proceeding adopting this stipulation in their arguments.

4. The Parties acknowledge that the Commission will make its findings based on the Parties' joint recommendations and the record evidence. Parties agree that they are released from the provisions of this Stipulation Agreement only if: (i) the Commission does not decide this Proceeding in accordance with the stipulation terms (as provided in Section II, "Parties' Stipulations"), (ii) the Commission does not accept the recommendation for a corresponding adjustment to the revenue requirements at issue in ICC Docket No. 19-0387 (as provided in Section III), and/or (iii) a court of competent jurisdiction determines that these provisions are for any reason invalid, in which case Parties reserve all rights to take any position whatsoever regarding any fact or matter of law at issue in the Proceeding.
5. The negotiations leading to this Stipulation Agreement, including any drafts of and communications with respect to this Stipulation Agreement, are and shall remain protected as settlement-related material and may not be utilized for any purpose in this Proceeding or any other proceeding.
6. Following the Stipulation Agreement date, Parties shall use their best efforts and work in good faith to facilitate and support this Stipulation. That commitment includes, at a minimum, each Party's agreement to:
  - a. Support and mutually defend this Stipulation Agreement in its entirety from and after the execution date and urge Commission acceptance of its terms, including through testimony, briefs, and other filings made in this proceeding, any rehearing of this proceeding, or any appeal to this proceeding;
  - b. Cooperate reasonably on all submissions, including motions, briefs, and notices, necessary to achieve Commission acceptance;
  - c. Avoid and abstain from making any collateral attacks on this Stipulation Agreement or taking positions in other proceedings that would undermine the effect of this Stipulation Agreement; and
  - d. not oppose any order of the Commission adopting the terms contained herein, and not seek rehearing of, or appeal, such order with respect to the terms of this Stipulation Agreement as adopted.
7. If any future law or regulation is enacted that any Party believes, in good faith, has a material impact on its rights and obligations arising under this Stipulation, Parties shall meet to discuss what actions, if any, should be taken.
8. This Stipulation Agreement cannot be amended or modified without the express written and signed consent of all Parties.
9. This Stipulation Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

10. Each Party acknowledges and stipulates that it has agreed to this Stipulation Agreement freely, voluntarily, and without any fraud, duress, or undue influence by any other party. Each Party states that, through its authorized representatives, it has read and fully understands its rights, privileges, and duties under this Stipulation Agreement, including its right to discuss this Stipulation Agreement with its legal counsel, and has exercised those rights, privileges, and duties to the extent deemed necessary.
11. No Party has relied, or presently relies, on any statement, promise, or representation by any other Party, whether oral or written, except as expressly set forth in this Stipulation Agreement. Each Party expressly assumes the risk of any mistake or misunderstanding of law or fact made by such Party or its authorized representative in entering into this Stipulation Agreement.
12. This Stipulation Agreement shall not be construed against any Party on the basis that such Party was a drafter of this Stipulation Agreement.

## **V. APPLICABLE LAW**

The commitments reflected in this Stipulation Agreement are subject to applicable State and federal law, including but not limited to statutes, rules, regulations, and orders of State and federal courts and the Commission. To the extent that subsequent amendments or other changes to applicable law conflict with any provision or commitment contained in this Stipulation Agreement, the affected Party or Parties shall not be bound by the provision or commitment that conflicts with the law.

## **VI. EXECUTION**

Parties agree that this Stipulation Agreement may be executed in one or more counterparts (by hard copy, fax, or email delivery), each of which, when executed and delivered, shall be deemed an original, all of which taken together, shall constitute one and the same instrument. The undersigned represent that they are authorized to sign on behalf of the Party represented.

IN WITNESS WHEREOF, the Parties have duly executed this Stipulation Agreement as of the date last set forth below.

<b>PEOPLE OF THE STATE OF ILLINOIS</b> <b>By Kwame Raoul, Attorney General</b> By: <u>Taso Tsiganos</u> Name: <u>Taso Tsiganos</u> Title: <u>Assistant Attorney General</u> Date: <u>10-3-2019</u>	<b>The Citizens Utility Board</b> By: _____ Name: _____ Title: _____ Date: _____
<b>Environmental Defense Fund</b> By: _____ Name: _____ Title: _____ Date: _____	<b>Natural Resources Defense Council</b> By: _____ Name: _____ Title: _____ Date: _____
<b>Staff of the Illinois Commerce Commission</b> By: _____ Name: _____ Title: _____ Date: _____	<b>Commonwealth Edison Company</b> By: _____ Name: _____ Title: _____ Date: _____

IN WITNESS WHEREOF, the Parties have duly executed this Stipulation Agreement as of the date last set forth below.

<b>PEOPLE OF THE STATE OF ILLINOIS</b> <b>By Kwame Raoul, Attorney General</b>  By: _____ Name: _____ Title: _____ Date: _____	<b>The Citizens Utility Board</b>  By: <u>Kelly A Turner</u> Name: <u>Kelly A Turner</u> Title: <u>Senior Attorney</u> Date: <u>10/3/19</u>
<b>Environmental Defense Fund</b>  By: _____ Name: _____ Title: _____ Date: _____	<b>Natural Resources Defense Council</b>  By: _____ Name: _____ Title: _____ Date: _____
<b>Staff of the Illinois Commerce Commission</b>  By: _____ Name: _____ Title: _____ Date: _____	<b>Commonwealth Edison Company</b>  By: _____ Name: _____ Title: _____ Date: _____

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<p><b>PEOPLE OF THE STATE OF ILLINOIS</b> <b>By Kwame Raoul, Attorney General</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>The Citizens Utility Board</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p><b>Environmental Defense Fund</b></p> <p>By: <u>Christie Hicks</u></p> <p>Name: <u>Christie Hicks</u></p> <p>Title: <u>Senior Attorney</u></p> <p>Date: <u>October 4, 2019</u></p>	<p><b>Natural Resources Defense Council</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p><b>Staff of the Illinois Commerce Commission</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>Commonwealth Edison Company</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

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<b>PEOPLE OF THE STATE OF ILLINOIS By Kwame Raoul, Attorney General</b>  By: _____ Name: _____ Title: _____ Date: _____	<b>The Citizens Utility Board</b>  By: _____ Name: _____ Title: _____ Date: _____
<b>Environmental Defense Fund</b>  By: _____ Name: _____ Title: _____ Date: _____	<b>Natural Resources Defense Council</b>  By:  _____ Name: <u>Samantha Williams</u> Title: <u>Midwest Director Climate &amp; Clean Energy</u> Date: <u>10/4/19</u>
<b>Staff of the Illinois Commerce Commission</b>  By: _____ Name: _____ Title: _____ Date: _____	<b>Commonwealth Edison Company</b>  By: _____ Name: _____ Title: _____ Date: _____

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<b>PEOPLE OF THE STATE OF ILLINOIS</b> <b>By Kwame Raoul, Attorney General</b>  By: _____ Name: _____ Title: _____ Date: _____	<b>The Citizens Utility Board</b>  By: _____ Name: _____ Title: _____ Date: _____
<b>Environmental Defense Fund</b>  By: _____ Name: _____ Title: _____ Date: _____	<b>Natural Resources Defense Council</b>  By: _____ Name: _____ Title: _____ Date: _____
<b>Staff of the Illinois Commerce Commission</b> By:  Name: <u>Phil Kostrovich</u> Title: <u>General Counsel</u> Date: <u>10/4/19</u>	<b>Commonwealth Edison Company</b>  By: _____ Name: _____ Title: _____ Date: _____

IN WITNESS WHEREOF, the Parties have duly executed this Stipulation Agreement as of the date last set forth below.

<b>PEOPLE OF THE STATE OF ILLINOIS</b> <b>By Kwame Raoul, Attorney General</b>  By: _____ Name: _____ Title: _____ Date: _____	<b>The Citizens Utility Board</b>  By: _____ Name: _____ Title: _____ Date: _____
<b>Environmental Defense Fund</b>  By: _____ Name: _____ Title: _____ Date: _____	<b>Natural Resources Defense Council</b>  By: _____ Name: _____ Title: _____ Date: _____
<b>Staff of the Illinois Commerce Commission</b>  By: _____ Name: _____ Title: _____ Date: _____	<b>Commonwealth Edison Company</b> By: <u>Denise A. Muzzo</u> Name: <u>Denise A. Muzzo</u> Title: <u>Director, Energy Efficiency Services</u> Date: <u>10-04-19</u>

**ComEd 2020 Application Year Net Energy Efficiency Revenue Requirement**  
Updated based on Stipulation Agreement (dated October 4, 2019)  
(In Thousands)

<b>Description</b>	<b>2020 Application Year Net Reg Asset</b>	<b>2020 Application Year Net Rate Base</b>	<b>Revenue Requirement Impact of Rate Base Change</b>	<b>Expense</b>	<b>Other</b>	<b>2020 Application Year Revenue Requirement</b>	<b>2018 Reconciliation with Interest</b>	<b>EE Revenue Balancing Adjustment</b>	<b>2020 Net Rate Year Revenue Requirement</b>
ComEd Ex 4.02 - Revenue Requirement	\$ 700,217	\$ 27,514	\$ 59,747	\$ 93,357	\$ (47,782)	\$ 105,322	\$ 1,451	\$ (2,643)	\$ 104,130
Adjustment Resulting from October 4, 2019 Stipulation Agreement	112	-	9	21	-	30	29	(1)	58
Updated 2020 Application Year Net Energy Efficiency Revenue Requirement	700,329	27,514	59,756	93,378	(47,782)	105,352	1,479	(2,644)	<b>104,187</b>

**Notes**

The \$58,000 adjustment to the 2020 Net Revenue Rate Year Revenue Requirement is the impact of the \$209,000 Marketplace Cost allocation adjustment (see Page 2). The 2018 EE Regulatory Asset has been adjusted for this amount (including accumulated amortization and tax impacts) and the Regulatory Asset Amortization Expense for both the Reconciliation Year 2018 and Forecast Year 2020 have been updated.

**Index of Pages in Attach A**

Page 1 - Summary of the Updated 2020 Application Year Net Energy Efficiency Requirement

Page 2 - Summary of the Marketplace Adjustmen

**Summary of Marketplace Adjustment  
(In Dollars)**

Line No.	(A) Description	(B) Source	(C) Amount	(D) Marketplace costs allocated to Energy Efficiency	(E) % of Total Allocated to Energy Efficiency	(F) Marketplace costs allocated to Distribution	(G) % of Total Allocated to Distribution
1	HALCYON PLUS LLC	ComEd Ex 4.05, Page 3, Line 1, Column F	289,604				
2	TOTAL SIMPLE ENERGY INC	ComEd Ex 4.05, Page 3, Line 2, Column F + ComEd Ex 4.05, Page 3, Line 3, Column F	743,707				
3	Less Agreed upon adjustment in ComEd Ex 12.0 in 19-0387	ComEd Ex 4.05, Page 5, Line 16, Column D	<u>(20,746)</u>				
4	Total Marketplace Costs Allocated 90% to EE/ 10% to Distribution	Line 1 + Line 2 + Line 3	1,012,565	911,308	90%	101,256	10%
5	SIMPLE ENERGY INC (Demand Response Programs Project)	ComEd Ex 4.05, Page 3, Line 4, Column F	24,500	-	0%	24,500	100%
6	Total Marketplace Costs in ComEd Exhibit 4.0 and 4.02	Line 4 + Line 5	<u>1,037,065</u>	<u>911,308</u>		<u>125,756</u>	
7	Rebuttal Amt for EE and Surrebuttal Amt for Distribution	ComEd Ex 4.05, Page 5, Line 17, Columns B and D		<u>701,838</u>		<u>335,227</u>	
8	Increase to regulatory asset compared to Rebuttal for EE and Decrease to O&M for Surrebuttal in Distribution	Line 6 - Line 7		<u>209,470</u>		<u>(209,470)</u>	
9	Formula Input (rounded to the thousands)	Line 8 / 1000		209		(209)	