

Ameren Illinois Company d/b/a Ameren Illinois
2022-2025 Energy Efficiency and Demand Response Plan
Settlement Stipulation and Agreement
Originally Executed: February 26, 2021
Amended: April 5, 2022

I. Prefatory Statements and Agreements

This Amended Settlement Stipulation and Agreement (“Stipulation”), when fully executed and accepted, will constitute a valid settlement agreement enforceable between Ameren Illinois Company d/b/a Ameren Illinois (“Ameren,” “Ameren Illinois,” “AIC” or the “Company”) and the undersigned stakeholder participants, including the Staff of the Illinois Commerce Commission, the Office of the Illinois Attorney General, the Natural Resources Defense Council, Community Organizing and Family Issues by its attorney the National Consumer Law Center, the Citizens Utility Board, the Environmental Law & Policy Center, and Aces for Youth (each a “Party” and, collectively, Ameren and the undersigned stakeholders are referred to herein as the “Parties”) who participated in the Illinois Energy Efficiency Stakeholder Advisory Group (“SAG”) plan development and settlement process and executed this Stipulation.

This Stipulation involves and applies to the Ameren Illinois Energy Efficiency and Demand Response Plan for the calendar years 2022 through 2025 (the “2022 Plan”). The 2022 Plan was filed with the Illinois Commerce Commission (the “Commission”) on March 1, 2021 pursuant to Sections 8-103B and 8-104 of the Public Utilities Act (the “Act”), 220 ILCS 5/8-103B; 8-104. The 2022 Plan has been the subject of significant analysis and lengthy discussions among the Parties, which has resulted in consensus on the provisions contained in this Stipulation as they relate to the portfolio of energy efficiency programs to be implemented by Ameren for the period from January 1, 2022 through December 31, 2025. The Commission approved the 2022 Plan, which incorporated the Originally Executed Stipulation executed February 26, 2021, on July 22, 2021 in Docket No. 21-0158. On September 15, 2021, Public Act 102-0662 was enacted, which, among other things, amended Section 8-103B of the Act.

This Stipulation memorializes the agreements of each and all of the Parties with respect to the 2022 Plan, as updated in light of Public Act 102-0662, and reflects the consensus of the Parties that the 2022 Plan satisfies the requirements of Sections 8-103B and 8-104 of the Act, respectively, and therefore should be approved by the Commission. In addition, this Stipulation memorializes the compromises made by and among the Parties regarding certain disputed issues raised during the course of settlement discussions, as further detailed below. To the extent that any provision in this Stipulation does not get expressly identified in the filed Plan, Ameren agrees that it will implement the 2022 Plan consistent with the terms of this Stipulation, subject to Commission approval. The Parties agree that compromise by any Party on any particular issue set forth in this Stipulation or in the 2022 Plan 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 Stipulation.

This Stipulation also reflects the agreed language and outcomes of the Parties’ arms’ length negotiations, during which each Party has been represented by counsel or has had the opportunity to consult with counsel, and the language of this Stipulation shall not be construed against any Party. The Parties further confirm their respective intent to be legally bound by this Stipulation, and each acknowledge the benefits to be derived from the mutual promises and commitments contained

herein, as well as the adequacy of consideration supporting those promises and commitments, and therefore agree as follows:

II. Plan Stipulations

A. Overview

The Parties agree that the compromise positions memorialized in this Stipulation allow for Ameren Illinois to achieve the modified statutory energy savings goals set out in Sections 8-103B and 8-104 of the Act, as applicable, which have been modified to reflect the limitations of the planning budgets established in Sections 8-103B(m) and 8-104(d), respectively. The Parties agree that the stipulations and agreements reflected herein, and as incorporated into the 2022 Plan, will result in a Plan that is consistent and in compliance with the statutory requirements set forth in Sections 8-103B and 8-104 of the Act. In particular, the Parties agree that the 2022 Plan—which expressly relies on and incorporates the Energy Efficiency Policy Manual Version 2.0 and the Illinois Technical Reference Manual Version 9—complies with the requirements and satisfies the obligations set forth in Section 8-103B (b-15), (b-20), (b-25), (b-27) (c)-(j), (l), (m) and (n), as well as Section 8-104 (b)-(d), (e-5), (e-10), (f), (g), (m), and (n). Consistent with the terms of this Stipulation, the Parties further agree to support or not oppose Commission adoption and approval of the provisions set forth in this Stipulation in their entirety, and as incorporated in the 2022 Plan, in the Commission’s Final Order approving the 2022 Plan and any subsequent appeal.

B. Portfolio Level Stipulations

1. Integrated Dual Fuel Portfolio:

The Parties agree that, pursuant to Section 8-104(f)(6), Ameren Illinois has filed an integrated gas and electric energy efficiency and demand response plan that demonstrates the 2022 Plan reduces program or participant costs and appropriately allocates costs to gas and electric customers.

2. Electric and Gas Budgets:

The Parties agree that Section 8-103B(m) and Section 8-104(d) sets forth the planning budgets to be used for the 2022 Plan, and that Table 1 below and Appendices A and D, of the 2022 Plan accurately identifies the planning budgets to be used to develop and approve the 2022 Plan in a manner consistent with Section 8-104(d) and Section 8-103B(m), including adjustments made for the final list of customers who chose to opt out of subsections (a)-(j) of Section 8-103B (“Opt Out Customers”).

Table 1: Budgets

Budget	2022	2023	2024	2025	4 Year Total
Electric	\$ 119,489,180	\$ 118,701,009	\$ 118,701,009	\$ 118,701,009	\$ 475,592,208
Gas	\$ 16,295,291	\$ 16,433,133	\$ 16,624,870	\$ 16,701,258	\$ 66,054,552

The Parties agree that Ameren Illinois adjusted the electric budgets in Table 1 as a result of changes to Section 8-103B(m)(2)-(3) and 8-103B(l). Incremental increases to the planning budget are allocated as follows:

- \$6.9 million annual average electric IQ initiative planning budget to fund IQ whole building weatherization channels;

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- \$4.3 million annual average electric planning budget in order to plan to achieve the goal increase related to large public customers and large private customers who did not opt-out; and
- \$1.4 million annual average electric planning budget for use at Ameren Illinois' discretion. This additional funding may be used for below the line items such as evaluation, measurement, and verification activities; market development initiative activities; portfolio administration, marketing or to achieve additional savings.

The Parties agree that recovery of costs incurred by Ameren, if any, in excess of the Commission-approved annual 2022 Plan budget, will be subject to the law as modified by Public Act 102-0662, as well as Commission review during the applicable energy efficiency formula rate update proceeding, as well as to any Commission order addressing the issue of the recovery of costs that exceed the annual 2022 Plan budget, subject to the provisions of the Act.

3. Energy Savings Goals:

Ameren Illinois has made available the 2022 Plan, including the updates to the 2022 Plan, as well as the assumptions set forth in the supporting modeling batch files, to the other Parties, who acknowledge they have reviewed them and have had the opportunity to ask questions and provide feedback. The Parties agree that, based on review of the 2022 Plan, the updates and the supporting batch files, it appears highly unlikely that Ameren could achieve the unmodified savings goals defined in Section 8-104(c) of the Act or that Ameren could meet the unmodified savings goals defined in Section 8-103B(b-15), while also meeting other 2022 Plan objectives, such as ensuring equitable access by customers to efficiency opportunities and enhancing the diversity of providers of efficiency products and services in Ameren's service territory, as well as the requirements set forth in Section 8-104(d) or Section 8-103B(m), respectively. To that end, the Parties agree that there is sufficient evidence in the 2022 Plan and the supporting batch files upon which the Commission can and should modify and approve the electric and gas energy savings goals for Ameren Illinois, as reflected below in Tables 2, 3 and 4 and Appendices B and E of the 2022 Plan.

Electric Cumulative Persisting Annual Savings Goals ("CPAS"):

The Parties agree and acknowledge that the 2022 Plan reflects the steps taken by Ameren Illinois to comply with Section 8-103B and to get closer to meeting the 16.5% CPAS goal set forth in subsection 8-103B(b-15), as modified by subsection (b-20) of that Section, by the end of calendar year 2030. These steps include, but are not limited to:

- developing and implementing programs that are designed to achieve additional incremental annual savings that persist for time periods that align with Section 8-103B(b-15);
- identifying and meeting portfolio goals that align with the Act and the Energy Efficiency Policy Manual, Version 2.0 ("EE Policy Manual"), balancing the achievement of incremental persisting savings with responding to the evolving market and changing customer circumstances;
- developing markets and delivering programs that unlock previously unachieved savings from customers and communities that may have previously not participated or under-participated in energy efficiency; and
- maintaining flexibility to adjust for both seen and unforeseen market changes so that customers continue their journey towards reducing energy waste and achieving energy savings.

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In accordance with these steps, Ameren Illinois agrees that it will manage its 2022 Plan to achieve at least the CPAS goal set by the Commission for Plan Year 2021 (i.e., 2,542,522 MWh) plus the incremental increase in CPAS for Plan Years 2022-2025, as set forth in Section 8-103B(b-15), as modified by subsection (b-20) of that Section.¹ The resulting CPAS goals for Plan Years 2022-2025 are reflected in Table 2 and Appendix B.

The Parties agree that the 2022 Plan, as well as the assumptions set forth in the supporting modeling batch files, provide sufficient basis upon which the Commission can modify the CPAS goals pursuant to Section 8-103B(f)(2). Accordingly, the Parties agree that the CPAS goals for calendar years 2022-2025 should be approved as shown in Table 2 and Appendix B:

Table 2: Electric CPAS

Goal	2022	2023	2024	2025
CPAS Savings Goal (MWh)	2,806,315	3,045,376	3,310,600	3,572,881

The Parties also agree that the Applicable Annual Incremental Goal (“AAIG”), for purposes of Section 8-103B(g)(7.5), for each calendar year is calculated by taking the difference between the cumulative persisting annual savings goal for the calendar year that is the subject of the independent evaluator’s determination and the cumulative persisting annual savings goal for the immediately preceding calendar year, as such CPAS goals have been or will be modified and approved by the Commission under Section 8-103B.² The Parties agree that, as a result of these calculations, Ameren Illinois’ AAIG for each Plan year is as follows:

Table 3: Electric AAIG

Goal	2022	2023	2024	2025	4 Year Total
Annual Incremental Goal (MWh)	263,793	239,060	265,224	262,282	1,030,359

Gas Savings Goals:

The Parties agree the 2022 Plan and the assumptions set forth in the supporting modeling batch files constitute substantial evidence and demonstrate that it is highly unlikely that the savings goals set by Section 8-104(c) will be achieved without exceeding the spending limits set for the multi-year period that constitutes the 2022 Plan. Accordingly, the Parties agree that gas savings goals for calendar years 2022-2025 should be approved by the Commission as shown below:

Table 4: Gas Savings Goals

Goal	2022	2023	2024	2025	4 Year Total
Gas Goal (Therms)	3,369,258	3,465,035	3,536,925	3,601,435	13,972,653

¹ The Parties acknowledge that while Ameren will plan to meet these goals, unforeseen circumstances may prevent Ameren Illinois from actually achieving these levels of savings.

² The Parties agree that the AAIG for each calendar year set forth in Table 3 reflect the statutory incremental increases for the 2022-2025 CPAS goals set forth in Section 8-103B(b-15), as amended by Public Act 102-0662, and as modified by subsections (b-20), (f), (l) and (m).

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The Parties also agree that the gas savings goals set forth in the 2022 Plan will be subject to adjustment as set forth in Section 6.3 of EE Policy Manual. Further, for purposes of Section 6.3, Ameren Illinois will file a gas adjustable goals template with its Plan filing, and will endeavor to have it reviewed by its independent evaluator prior to filing.

The Parties agree that, for purposes of Section 6.3 of the EE Policy Manual, Ameren Illinois has identified 10% collars for the only two programs eligible, the Business Custom and Retail Products programs.

4. Demand Response Reduction Goal:

The Parties agree that Ameren Illinois' Demand Response Reduction Goals for the 2022 Plan are as shown in Appendix C.

The Parties further agree that, consistent with prior plans and Commission-approval, Ameren Illinois will continue to be allowed to meet the demand response goal reductions through the peak coincident demand savings from the energy efficiency measures implemented in the 2022 Plan.

5. Voltage Optimization:

The Parties agree that, consistent with the stipulation reached in ICC Docket No. 18-0211, Ameren Illinois will assess future investments in voltage optimization ("VO") using a total resource cost test that includes assessment of quantifiable peak demand savings and, when appropriate, updated cost estimates.

The Parties also agree that any VO investment considerations by Ameren Illinois will be subject to the information and analysis available at the time of the investment and no additional obligations or investment obligations are being undertaken pursuant to this Stipulation.

The Parties acknowledge that any VO investments to be considered or made in the next plan cycle (comprising calendar years 2026-2030) can be the subject of future discussions between the Parties relating to that plan cycle.

6. Total Resource Cost Test and Program Administrator Cost Test

The Parties agree that for portfolio and program level cost effectiveness reporting, the Company will use line loss factors based on marginal energy and peak line loss rates. Such marginal loss rates will be based on weighted average annual energy and weighted average system peak hour demand losses on Ameren's system multiplied by an assumed 1.5 to 1 marginal to average loss rate multiplier.

The Company will also report joint total resource cost test ("TRC") and Program Administrator Cost Test ("PACT") results (including both benefit-cost ratios and net present value of benefits, costs and net benefits) for each program and its portfolio as part of its Plan filing and any ex-post cost effectiveness reporting. TRC and PACT results will include electric and gas savings where applicable. The Company agrees to present TRC and PACT results both with and without non-energy impacts ("NEIs"), when available, and will include NEIs specified within the Illinois Technical Reference Manual ("IL-TRM") in both sets of calculations. Finally, the Company agrees to present portfolio TRC and PACT test results both with and without the Income Qualified initiative.

III. Program Level Stipulations

The Parties agree and acknowledge that the following stipulations only address those issues raised during the negotiations of the 2022 Plan and the programs, initiatives and related policies referenced herein may not reflect all of the initiatives or related policies included in the 2022 Plan and submitted for Commission approval. The Parties agree that the program level stipulations reflected in this Stipulation are planning budgets and the Stipulation does not restrict Ameren Illinois from implementing its portfolio in accordance with the Illinois EE Policy Manual Version 2.0, including but not limited to Section 6.1.

A. Residential Program Stipulations

The Parties agree that they have reviewed or have been presented the opportunity to review the residential program and initiatives to be included in the 2022 Plan, including proposed budgets, assumptions and underlying data, and agree the proposed program should be approved.

1. Income Qualified Initiative:

The Parties agree that the 2022 Plan will include an Income Qualified (“IQ”) Initiative that will reflect at least the following attributes:

- a. A combined gas and electric IQ Initiative planning budget of an annual average of \$36.9 million (excluding Research & Development (“R&D”) or any other portfolio-level costs).
 1. \$30.0 million annual average gas and electric IQ Initiative planning budget agreed to in the Stipulation approved by the Commission in a Final Order issued July 22, 2021;
 2. \$4.7 million annual average new electric planning budget to fund IQ whole building weatherization channels due to changes in 8-103B(m)(2)-(3) and Section 8-103B(l), a part of the \$19.1 million annual average total electric planning budget allocated to fund IQ whole building weatherization channels (outlined in the chart below);
 3. \$2.2 million annual average new electric planning budget for electrification as outlined in III.A.3.b due changes in Section 8-103B(m)(2)-(3).
- b. A combined gas and electric IQ multifamily (“MF”) channel planning budget of an average of \$6.8 million per year over the 2022-2025 period.
 1. \$5.5 million IQ MF channel planning budget agreed to in the Stipulation approved by the Commission in a Final Order issued July 22, 2021;
 2. \$1.3 million annual average new electric planning budget (includes electrification and non-electrification allocations) to IQ MF whole building weatherization measures due to changes in Section 8-103B(l) and 8-103B(m)(2)-(3), a part of the \$6.2 million annual average total electric planning budget allocated to fund IQ MF whole building weatherization work (outlined in the chart below).
- c. The table below identifies planning budgets associated with low-income whole-building weatherization program provisions contained in 8-103B(c).

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Income Qualified Planning Budget	4 Yr Avg Total Electric IQ \$	4 Yr Avg Electric LI Dedicated \$ (a)	4 Yr Avg Electric LI Whole Building \$ (b)
CAA	\$3,727,269	\$3,727,269	\$3,727,269
IQ Single Family*	\$14,736,509	\$8,140,970	\$8,140,970
IQ Multifamily	\$6,191,255	\$6,191,255	\$6,191,255
IQ Retail Products	\$2,650,952	N/A	N/A
Community Kits	\$657,505	\$657,505	N/A
Smart Savers	\$2,011,740	\$2,011,740	N/A
Manufactured Homes Weatherization and Air Sealing	\$1,089,673	\$1,089,673	\$1,089,673
Total Budget**	\$31,064,904	\$21,818,413	\$19,149,168
Total LI Whole Building Requirement***			\$17,454,731

*The IQ Single Family Channel planning budget is split, 50% to Low-Income customers and 50% to Moderate-Income customers.

** The difference between the Total Budget and total IQ budgets in the Stipulation are due to the inclusion of natural gas budgets in the Stipulation.

***For compliance, only the portion of spending that is specifically associated with Low Income customers will count towards the Low Income spending requirements.

- d. Ameren Illinois will make best efforts to identify opportunities for retrofitting of heat pumps to displace inefficient electric resistance heat in IQ MF buildings and will budget at least \$1.5 million on such heat pump installations in IQ MF buildings in 2022, at least \$2.3 million in 2023, at least \$3.1 million in 2024 and at least \$4.0 million in 2025, as reflected in the AIC batch files.
- e. As reflected in the batch files, a combined gas and electric budget that reflects at least an annual average of 80% of the IQ planned budget to be allocated to the following IQ channels: CAA, Single Family, Multifamily, and manufactured homes weatherization and air sealing that could be implemented during comprehensive whole building projects. The channels, as more fully explained in Appendix H of the 2022 Plan.
- f. Measures offered through the IQ initiative, whether those measures will be offered as part of a weatherization project or otherwise, shall be provided without co-pays to low-income customers as the term "low-income customers" is defined as household income at or below 200% Federal Poverty Level ("FPL") or at or below 80% Area Median Income ("AMI"), whichever is least restrictive in terms of customer eligibility. Ameren

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commits to work with stakeholders to develop options for qualifying and marketing to single family households as eligible for no cost installation of all efficiency measures. Such options may be based on specific percentages of FPL or other metrics. Absent an agreement with stakeholders regarding appropriate single-family proxies for the low income threshold of 80% of AMI (existing proxies in the Policy Manual for multi-family buildings shall apply for multi-family eligibility), the Company shall base low income eligibility of all efficiency measures at no cost to the customer as defined here.

- g. Subject to applicable laws, Ameren will continue its practice of not requiring customers seeking to participate, or continuing to participate, in an Ameren-offered energy efficiency program to demonstrate, or otherwise provide evidence or documentation of, United States citizenship.
- h. Include the offering of incentives of up to the full cost for air sealing and insulation upgrades in IQ MF buildings that have a payback of 20 years or less.
- i. A continuation of data analysis to assist with identifying households with electric resistance heating that could be offered incentives for the installation of heat pumps (either ductless or ducted, as appropriate) to serve as the primary heating system.
- j. A commitment to streamline the customer experience in an effort to deliver comprehensive projects in an efficient manner while still allowing the process to include the engagement of our community partners, where practical.
- k. A commitment to implement a one-stop shop design for IQ MF, which includes treating MF buildings in a single, one-stop approach that endeavors to address the gas and electric needs of the entire building, including all residential units, common areas, and any commercial space that may exist, while minimizing burden on the customer, building owner or property manager. A one-stop shop should also provide building owners access to integrated program services through a single point of contact. The one-stop shop process should pair with deep whole building work and substantial incentives. Ameren will share progress on one-stop shop approach via SAG and IQ Committees, and relevant reporting, as appropriate. This one-stop design shall be ready for implementation on January 1, 2022.
- l. A commitment to design and host a separate page or website equivalent on the Ameren Illinois Savings website within 90 days of the start of the 2022 program year, which will address both single family and multi-family IQ EE opportunities.
- m. With respect to MF IQ data, Ameren Illinois agrees to make best efforts to provide the following data to the SAG, on a quarterly basis:
 - 1. Regarding program data: (1) participation - including (A) number of IQ MF buildings in which efficiency measures were installed and number of apartments in those treated buildings, by zip code; (B) number of IQ MF buildings in which major measures (building envelop and/or HVAC mechanicals) were installed and number of apartments in those treated buildings, by zip code; (2) IQ MF spending – including incentives, non-incentives, total; and (3) IQ MF savings.

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- n. Starting in 2022, Parties agree to host MF workshops, twice per year, to outline data gathering consistent with the topics below. AIC will work with stakeholders to establish an appropriate data sharing review and process. Parties agree to assess the schedule/frequency and need for continued MF workshops. Regarding comprehensiveness of treatment of efficiency opportunities within MF buildings:
1. % of buildings/projects (and number of apartments within those buildings) served YTD that received whole building assessments;
 2. % of buildings/projects and apartments served YTD that received only DI measures;
 3. % of buildings/projects and apartments YTD that only received in-unit measures;
 4. % of buildings/project and apartments YTD that received only common-area measures;
 5. % of buildings/projects and apartments served YTD that got recommendation to install at least one major measure;
 6. % of buildings/projects and apartments that got recommendation for major measures 12-24 months ago that followed through and installed at least one recommended major measure, if possible;
 7. % of buildings/projects and apartments that got recommendation for major measures 0-12 months ago that followed through and installed at least one recommended major measure, if possible.
- o. With respect to IQ MF data, Ameren also commits to discussions with interested Stakeholders and other utilities in the state through the SAG regarding additional performance and related metrics which would merit tracking and reporting, and to addressing such additional metrics in an update to the Policy Manual, with a goal that it be submitted to the Commission, by Commission Staff, by December 1, 2022.
- p. For non-IHWAP-braided IQ programs, the Company commits to fund health and safety improvements necessary to install insulation and other major measures, with a minimum total budget for health and safety improvements of 15% of the total income qualified weatherization budget, equal to an annual average H&S planning budget of \$3.9 million. The Company commits to meet with the Parties and the LIEEAC in the second quarter of 2022 to discuss H&S implementation practices for utility-only IQ single family and multifamily retrofit programs. Ameren will track and report to the SAG annually on:
1. the number of buildings it does not weatherize because of health and safety concerns that could not be addressed within its H&S spending caps;
 2. The number of SF homes and MF buildings and apartment units receiving H&S investment to allow weatherization;
 3. Type and frequency of H&S issues observed in the field; and
 4. Type and frequency of H&S investments made.
- q. Subject to the requirements of Section 8-103B(c), the Company also will communicate with IQ SF and MF program implementers to gain a better

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understanding of what air sealing and insulation materials are currently being used in IQ retrofits so that an informed discussion on any options for using healthier materials can be had by the LIEEAC and SAG, along with a report-out on the top 3 materials program allies report are being used in low-income retrofits for: insulation, caulks/sealants (all applications except HVAC/ ducts), and caulks/sealants (for HVAC/ ducts).

- r. A commitment to continue to use a workflow to determine when it is appropriate for utility-only weatherization contractors to install advanced thermostats and educate customers on the use of advanced thermostats.
- s. A commitment to continue its current process of reviewing applications and invoices from program allies in continued effort to prevent residents being charged for a weatherization quote.
- t. The Company will also analyze and, at its discretion, leverage external sources of funding health and safety improvements for program participants.

2. Illinois Home Weatherization Assistance Program (“IHWAP”)

The Parties agree that the 2022 Plan will include as part of the IQ Initiative an IHWAP component that will reflect at least the following attributes:

- a. A commitment to engage and work with Community Action Agencies (“CAA”) to foster a greater understanding of agency capacity and increased home weatherization capacity to be delivered through the CAA channel, including in the development and establishment of annual implementation budgets. This engagement will include a plan to increase treated homes served year over year over the course of the 2022 Plan through IHWAP braiding that reflects agency resources and capacity.
- b. A commitment to coordinate activities across the agencies operating within its service territory (estimated at over 20) when practicable. Ameren Illinois plans to deploy an implementation strategy that reflects a centralized approach, recognizing that each CAA potentially operates in a unique manner, including but not limited to their approaches to forecasting energy savings, planning for the program, staffing the program, managing operational budgets, and allocating state and federal funding for budgets.
- c. A commitment to the funding of CAAs in a manner consistent with the current IHWAP braiding agreement between Ameren Illinois and the Department of Commerce and Economic Opportunity (“DCEO”), except that for the 2022 Plan the IHWAP braiding agreement will include the funding of mechanicals other than central air conditioners. Specifically, the program will split costs for heat pumps to displace electric resistance heat, heat pump water heaters to displace electric resistance water heaters, furnace fans, furnaces, gas water heaters, boilers and window A/C units. Notwithstanding this commitment, Ameren will use best efforts to meet, confer and reach consensus agreement with DCEO and the CAAs (consistent with its centralized approach) as to which measures beyond the direct install and building envelope measures currently funded through a 50/50 allocation, shall be incorporated in the IHWAP braiding agreement.

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- d. A commitment to collaborate with CAAs to better understand the specific barriers for multifamily projects and to coordinate with the agency and DCEO, when practicable, a plan to provide braided funding if and when CAAs elect to pursue serving multifamily projects.
- e. A commitment to continue funding health and safety costs in accordance with the agreement between Ameren Illinois and DCEO, splitting health and safety costs 50/50 for services provided through the IHWAP braided-funding program.
- f. The Company may claim 100% of the savings achieved through all efficiency measure installations that it has split the costs 50/50.
- g. A commitment to consult and communicate with CAAs and other community partners regarding program changes, budget shifts and other changes that impact program delivery.

3. Efficient Electrification Initiatives:

- a. **Planning for Electrification Initiatives.** Ameren commits to working with Stakeholders to identify efficient electrification measures for IQ residential customers, non-IQ residential customers and business customers during the 2022-2025 plan period. The Company further commits to working with interested stakeholders in calendar year 2022 on (1) the identification of priority electrification measures and opportunities for each of those three customer groups; (2) the design of program strategies for IQ electrification and, to the extent Ameren elects to pursue non-IQ electrification opportunities, for strategies addressing non-IQ customers; and (3) rules to be included in the next iteration of the Policy Manual and/or the TRM, regarding the calculation of savings from efficient electrification consistent with the provisions of paragraph (b-27) of Section 8-103B. The parties agree that the Company has sufficient flexibility to incorporate electrification measures and initiatives for non-IQ customers into its various non-IQ residential and business programs, throughout the plan period, in order to address non-IQ electrification opportunities at its discretion.
- b. **IQ Propane Electrification Budget.** Ameren will plan to increase spending on IQ propane electrification to \$3.5 million in 2025, with an average spend of \$2.2 million per year (total of \$8.8 million) over the 2022-2025 plan period. Ameren will work with the SAG facilitator to schedule a meeting by the fourth quarter of 2023 with the Stipulating Parties and interested members of the LIEEAC to assess whether the \$3.5 million electrification spending target for 2025 should be revised. Such discussions will be informed, at least in part, by challenges and opportunities identified through both market analysis and Ameren's experience in increasing IQ propane electrification through 2023.
- c. **IQ Propane Electrification Program Design Parameters.** Ameren commits that its IQ propane electrification initiatives will reflect the following principles:
 - 1. IQ electrification will prioritize and target applications in IQ homes and buildings in which the biggest bang for the buck – in terms of customer bill reductions and the number of homes served – can be achieved.
 - 2. IQ electrification initiatives will address opportunities in both single family and multi-family applications (though the level of emphasis on

each building type will be consistent with the nature of opportunities in each building type).

3. IQ electrification will be pursued only when it is expected to reduce IQ customers' total energy bills (for all existing end uses) and the customer agrees to the electrification measure installations. Ameren commits to discussions with the Parties starting in the second quarter of 2022 on how such assessments of impacts on customers' bills will be performed.
4. IQ electrification measures will be installed at zero cost for single family low-income customers and tenants of low-income qualifying multi-family buildings. For low-income multi-family building owners, Ameren will provide sufficiently robust incentives (up to full installed cost) necessary to ensure that the building owner participation is substantial. To the extent that full electrification of all appliances is necessary to eliminate any fixed monthly charges (and therefore to maximize energy bill savings), Ameren will offer to replace all propane consuming appliances so long as that appliance can be replaced with electrification measures (including stoves and dryers), at zero cost, for low-income program participants subject to compliance with the Policy Manual.
5. To the extent that there is potential to leverage electrification investments required by other parts of CEJA, state or federal funds for electrification, and/or other funding sources, Ameren may endeavor, or may support other parties to leverage such additional funds so that a greater number of IQ customers can receive electrification measures through its planned Section 8-103B spending.

B. Business Program

The Parties agree that they have reviewed or have been presented the opportunity to review the business program and initiatives to be included in the 2022 Plan, including proposed budgets, assumptions and underlying data, and agree the proposed program should be approved.

1. Standard

Among other offerings, the Company commits to include in the 2022 Plan an initial offering of small business weatherization through the small business energy performance channel. The initial targeted population will include customers located in Empower communities, as identified through zip codes identified in the Market Development Initiative.

The Company will also commit to assessing the feasibility of promoting the adoption of efficiency performance standards for existing buildings in one or more municipalities in its electric service territory through existing statewide efforts underway through the Midwest Energy Efficiency Alliance ("MEEA") and Slipstream. If the initiative aligns with Ameren Illinois' implementation priorities and the initiative moves forward, the Company agrees to coordinate with stakeholders through the statewide Market Transformation working group. Funding for all Market Transformation initiatives will come out of the existing Market Transformation Budget.

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The Parties agree to recommend to the SAG facilitator to establish a Technical Advisory Committee subcommittee to address the measures associated with network lighting controls (“NLC”). This subcommittee could include, at a minimum, representatives from Natural Resources Defense Council, Commonwealth Edison, and Ameren Illinois.

C. Third Party Programs

The Parties agree that Ameren Illinois' commitment to issue a Request for Proposal (“RFP”) for Third Party Programs as set forth in the 2022 Plan, and as required by Section 8-103B(g)(4) is reasonable. The Company commits to include in the third-party RFP, among other things, a specific request for innovative proposals for new programs and/or new approaches to markets currently being targeted by utility programs, subject to other parameters set forth in the RFP. The Company agrees to seek feedback from interested Stakeholders on the RFP, criteria for selection of winning bidders, summary information on bids received and on the Company's draft selections.

Pursuant to 8-103B(g)(4), through the RFP, Ameren Illinois will seek to identify programs that deliver innovative cost effective savings/measures, including to market rate, Income Qualified and to previously underserved sectors, markets, and/or geographic regions, and with new or emerging technologies in an amount that is no less than \$8.35 million. The RFP will also request a focus on delivering new program concepts for planned initiatives (but not the Market Development Initiative).

The RFP will further identify a required cost per kWh, vendor qualifications, performance measurement process, and contract structure, including a performance payment mechanism(s). The Parties agree that the Company's Third Party Program proposal satisfies the requirements of Section 8-103B(g)(4).

D. Market Development Initiative

1) Market Development Initiative Objective:

a) The Parties agree that Ameren's plan to continue and expand its Market Development Initiative (“MDI”) is reasonable. The Parties agree that the 2022 Plan will include a continued investment in and expansion of Ameren Illinois' MDI that will reflect at least the following attributes:

(a) A commitment to continue to strive to meet the following goals:

- (i) Deliver energy efficiency education and projects for communities with the most critical need to reduce energy consumption and costs, using data driven approach to target investment to such communities;
- (ii) Increase the number of local and diverse participants in the energy efficiency workforce throughout the Ameren Illinois service territory; and
- (iii) Strengthen the partnership and support for local and diverse business enterprises, to support contracting at all levels, building upon the proven strategies and with insights from external sources with proven track record of impact on communities in the Ameren Illinois service territory.

2) Implementation:

a) Portions of implementation of the MDI will, to the extent practicable, be contracted to a third-party implementation contractor through a competitive bidding process that has demonstrated

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experience in diverse market development efforts. This opportunity may be an independent Tier 1 contractor, who can recommend strategies to increase diverse and equitable hiring and contracting throughout the Ameren service territory. The MDI will also be supported by internal Ameren staff. The implementation contractor will work with Ameren Illinois to develop a Market Development Action Plan based on the elements in subsections b, d-g, and j of this Section III.D.2.

- b) Ameren commits to work with interested stakeholders to identify any data or information gaps related to identifying diverse potential bidders and achieving the goal of increasing diverse bidders and Ameren-contracted entities which additional research in its service territory could productively help fill, as well as on the design of research to address such data and/or information needs. Ameren further commits to discussing such work through a new SAG subcommittee.
- c) The cost associated with MDI implementation will be included in the utility's four-year budget and will be of a sufficient amount to achieve the goals and objectives of the MDI. The MDI shall have a planning budget of 3% of the total electric planning budget, on an average annual basis, during the four-year Plan.
- d) A commitment to continue the refinement and use of innovative, data-driven approaches to assess the effectiveness of both Ameren's efficiency programs and its MDI in achieving the MDI goals described in Section III.D.a of this Stipulation, as well as opportunities for improving the effectiveness of the MDI.
- e) An increased workforce development focus on education to K-12 school age children to provide energy efficiency career education and training, as well as practical energy efficiency knowledge.
- f) A commitment to continue providing energy efficiency opportunities to customers in an equitable manner, including identifying underserved customers and providing resources available to help lower utility bills, by collaborating with community partners throughout its service territory via the MDI, providing interested stakeholders, including the Parties, a demonstration of the Champaign County Regional Planning Commission ("CCRPC") tool and host twice a year workshops to review and discuss program activity data in the CCRPC tool, with room for feedback on how the tool is designed and used. Ameren also commits to using this tool and other methods, when possible, to report on EE participation data by zip code or census tract disaggregated by program and service territory, to help illustrate the demographics of program participants across the Company's service territory. Additional metrics around equitable participation will be discussed and considered via the SAG and with the goal of it being included in an update to the Policy Manual to be filed with the Commission, by Commission Staff, by December 1, 2022.
- g) A commitment to develop and implement a Market Development Action Plan ("MDAP") reporting process, as well as discussion of refinement of implementation details through a new MDI-SAG subcommittee. This should include the development of an MDAP reporting section in the Company's annual/fourth quarterly report filed each year in the 2022 Plan approval docket, where section will provide data on implementation contractor and trade ally diversity, achievement of goals, as well as data on contracting with CBOs, non-profits and serving Empower Communities with energy efficiency programs. This data should include details on what programs/parts of the portfolio are being supported by these diverse implementation contractors and trade allies and if the implementer is a primary, sub, or sub-sub-contractor.
- h) A commitment to discuss additional equity and affordability reporting metrics with interested stakeholders around energy burden, energy affordability, procedural equity, bill impacts, and

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other identified areas via the SAG, with the goal that it be included in an update to the Policy Manual to be submitted to the Commission by December 1, 2022.

- i) Ameren commits to work with other Illinois utilities to identify areas in which efficiencies and cooperation can be achieved to the benefit of customers and ensure best practices are followed in achieving the goals identified in Section III.D.1.a of this Stipulation.
 - j) A commitment to continue to implement efforts related to market development, bill assistance, procedural equity, and helping trade allies and other EE partners to identify additional sources of funding, when practicable.
 - k) A commitment to use a competitive procurement process to hire a contractor with experience and expertise with energy efficiency, and advancing social equity goals to assess the effectiveness of different elements of Ameren's MDI. The purpose of the assessment would be to: (A) identify ways in which the initiative is performing well and making progress towards achieving the MDI goals; (B) identify any areas in which there may be room for improvement; and (C) provide actionable recommendations for improvement. A report documenting the assessment will be shared with interested stakeholders and other utilities through a new SAG subcommittee. Such an assessment will take place twice during the next four-year plan cycle, once in late 2022 and again in Fall 2024.
- 3) Procurement Equality:
Ameren will:
- a) Continue procurement efforts to identify ready, willing, and able diverse firms offering services in the Ameren Illinois service area as well as identify ongoing opportunities to contract with these firms. Ameren Illinois has increased its procurement with diverse vendors for its Demand Side Management ("DSM") program more than tenfold during the 2018-2021 portfolio cycle. Ameren Illinois will continue to build upon that progress to further increase the program spend with diverse vendors and report about progress quarterly to the SAG, and continue to identify qualified potential bidders, both from within and outside the energy efficiency industry. This will involve determining the types of businesses with the appropriate capabilities to deliver goods and services and matching them with contracting opportunities.
 - b) Continue conducting outreach to educate identified potential bidders about opportunities in the energy efficiency space, which may involve but is not limited to offering workshops, webinars, seminars, and/or other educational opportunities.
- 4) Procurement Support:
- a) Continue to provide and expand efforts, as practicable, with diverse-owned business enterprises,³ community-based organizations, and not-for-profits, with financial and technical support, and expanded educational opportunities, to assist them in developing the capabilities necessary to compete. This may include the provision of training, training grants for wrap-around services such as transportation, stipends for childcare and lodging, software and equipment grant, and other tools as needed to develop the necessary skills and capabilities to compete effectively. Training programs will be designed to introduce underrepresented groups to the job market and when possible lead to gainful employment.
 - b) Provide a liaison support channel, independent of higher-tier implementers that a subcontracting business reports to, so that the business can express concerns or grievances related to the contractual work being performed.
 - c) Continue to periodically review and analyze utility requirements for goods and services with a view toward increasing the availability of work which falls within the performance capabilities

³ Diverse-owned business enterprises are those enterprises outlined in 220 ILCS 5/5-117(b).

of small minority business firms. If this work is contracted out then Ameren Illinois should make best efforts to contract directly with a diverse firm for this work.

- d) AIC will continue to review technical and performance requirements, as well as Requests for Proposals (“RFPs”) and Invitation for Bid (“IFB”) to enable non-traditional bidders, new and/or marginally capitalized businesses, not-for-profits and CBOs to compete effectively when practicable. Ameren shall consult with the Diverse Hiring and Transparent Procurement subcommittee on issues related to these efforts.
- 5) Program Reporting:
- a) AIC shall report to the ICC in the quarterly reports filed in the 2022 Plan approval docket on the progress of the MDI. This will include a summary of diverse spend, by diverse category, as well as planned and implemented outreach, education, and other market development activities for the remaining calendar year. The Company specifically agrees to track and report the use of diverse vendors and trade allies, broken down by diverse category, with this list to be refined as appropriate through discussions with stakeholders and other utilities as part of a new SAG subcommittee process and ultimately included in an update to the Policy Manual, if needed.
 - b) The Company will use best efforts to leverage the services and financial assistance of the United States Small Business Administration, the Illinois Office of Minority Economic Empowerment, the Department of Commerce and Economic Opportunity (“DCEO”) programs, community colleges and other resources identified as promoting the interest of small and minority businesses in order to maximize the resources available to participants in the MDI.
- 6) Policy
- a) The Parties agree that they will engage in good faith efforts to identify policy mechanisms that could support enhanced investment in both (1) targeting of efficiency programs and services to economically challenged, historically under-served and diverse communities; and (2) the diversification of contractors and trade allies delivering efficiency programs and services. Such policy mechanisms may include, but would not be limited to the potential to adopt higher net to gross (NTG) assumptions for, delivery of programs by community based organizations, community action agencies, or in targeted communities than currently used for programs as a whole (system-wide). Such efforts shall include other utilities and interested stakeholders through the new SAG subcommittee focused on equity and be documented in updates to the Policy Manual by December 1, 2022.
- 7) The Parties agree to work together through a SAG process to identify ways in which the effect of Ameren’s and other utilities’ efficiency programs on energy burdens and energy affordability can be enhanced while still meeting other statutory and policy objectives.

E. Low Income Energy Efficiency Accountability Committee (LIEEAC) Facilitator Independence, Budget, and Process

Pursuant to Section 8-103B(c) of the Act, the Commission shall oversee and have relevant Staff participate in the LIEEAC and is tasked with overseeing the LIEEAC budget. For purposes of this Stipulation, “Regional Subcommittee Leadership” is defined as the Community-Based Organizations on the LIEEAC Statewide Leadership Committee in a particular electric utility’s service territory. The Parties acknowledge, pursuant to Section 8-103B(c) of the Act, that the

LIEEAC Statewide Leadership Committee ultimately elects if they would like to work with an independent facilitator. The Parties support discussion at the LIEEAC on decisions and equitable processes around facilitator selection. The Parties agree that Ameren Illinois will hold the contract with the LIEEAC Facilitator for its respective region, which contract will contain reasonable contracting provisions mutually agreeable to Ameren Illinois and the LIEEAC Facilitator, for the duration of the 2022 Plan, as necessary. To the extent the LIEEAC Facilitator cannot or will not meet Ameren Illinois' contracting requirements after good faith negotiations on the terms, Ameren Illinois will inform the LIEEAC that it cannot hold the contract with the LIEEAC Facilitator and will work in good faith to facilitate an alternative contracting structure between the LIEEAC Facilitator and another party. In accordance with any contract with the LIEEAC Facilitator, Ameren Illinois will process invoices in accordance with the LIEEAC Facilitator's scope of work that has been approved by the Commission, and the Parties agree that such funding approach is reasonable and prudent and in accordance with the provisions of this Stipulation.

Ameren Illinois shall provide for the following LIEEAC Facilitator independence protocols:

1. Ameren Illinois shall submit the final but not yet executed contract and scope of work with the independent LIEEAC Facilitator to the Commission by letter to the Executive Director. Staff will submit a report to the Commission containing its assessment of the contract and scope of work and describing its recommendations to the Commission. In addition, Ameren Illinois will submit any fully executed contract and scope of work with the independent LIEEAC Facilitator as a compliance filing in ICC Docket No. 19-0983, the Policy Manual Version 2.0 approval proceeding, within fourteen (14) days of execution. Such compliance filing will be treated as public information, subject to redactions approved by the Commission of provisions deemed confidential.

2. Ameren Illinois will include language in the independent LIEEAC Facilitator contract that provides that the Commission has the right to direct Ameren Illinois to terminate the LIEEAC Facilitator contract if the Commission determines the LIEEAC Facilitator was not acting independently or was not being fair and responsive to the needs of all stakeholders involved in the LIEEAC, including Ameren Illinois.

3. If a party believes that the LIEEAC Facilitator is not acting independently, that party is encouraged to raise the concern with the LIEEAC Statewide Leadership Committee or Regional Subcommittee Leadership, as appropriate, and Staff. In the event that the concern cannot be resolved through such conversations, the party may file a petition with the Commission requesting that the Commission order Ameren Illinois to terminate the contract. The LIEEAC Facilitator contract with Ameren Illinois will automatically terminate upon a Commission finding that the contract should be terminated, after issuance of notice and hearing and an opportunity for Ameren Illinois, the LIEEAC Facilitator, and other interested parties to be heard, including through Commission resolution of any filed applications for rehearing. All due process rights guaranteed by the Public Utilities Act and the Commission's rules shall apply.

4. In the event that Ameren Illinois, the LIEEAC Statewide Leadership Committee, the LIEEAC Facilitator, or Regional Subcommittee Leadership issues a notice of termination or notice of default of the contract, the issuer of the notice shall contemporaneously provide a copy of such notice to the Commission.

Notwithstanding these provisions detailing the LIEEAC Facilitator Independence, Budget, and Process, and the LIEEAC's duty to "directly and equitably influence and inform utility low-income and public-housing energy efficiency programs and priorities," as provided under Section 8-103B(c) of the Act, Ameren Illinois agrees that nothing in these provisions shall negate Ameren Illinois' obligations under the income qualified budget and implementation commitments reflected in this

Stipulation nor otherwise impede or restrict any other rights afforded to them by the Act as it pertains to the LIEEAC.

The Parties agree that Ameren Illinois or the LIEEAC Facilitator, if under contract, shall submit quarterly budget reports to Staff and Ameren Illinois (where applicable) to facilitate the Commission's budget oversight role. The LIEEAC budget may also be used to pay for LIEEAC facilitator(s) (as desired by the LIEEAC Statewide Leadership Committee or Regional Subcommittee Leadership) and technical and legal expert(s) to support and advise the LIEEAC.

Ameren Illinois' responsibilities reflected in this subsection shall be implemented using best efforts to launch a LIEEAC meeting in the first quarter of 2022, with subsequent meetings subject to scheduling and meeting planning by the LIEEAC Statewide Leadership Committee and/or Regional Subcommittee Leadership, as appropriate.

Ameren Illinois commits to reporting on LIEEAC activity by including an update within the quarterly report provided to the SAG. At a minimum, Ameren Illinois will include in the narrative section of each quarterly report updates on all of the reporting requirements set forth in Section 8-103B(c) of the Act. An annual activity summary, reporting how input from the LIEEAC has led to new and proposed approaches and changes in their energy efficiency portfolios will be provided with the 4th quarter report to the SAG. These updates will also be shared and discussed with the LIEEAC directly. Ameren Illinois will attach the LIEEAC's quarterly budget report, as available, and in the format provided to Ameren Illinois, to Ameren Illinois' quarterly report filed with the Commission.

IV. Additional Stipulations

A. Docket Support

The Parties agree to work in good faith to facilitate and support Commission approval of Ameren's Plan. That commitment includes, at a minimum, Ameren's agreement to provide the workpapers (in native file format) associated with the filed Plan, testimony, and exhibits, and the agreement of each Party, other than ICC Staff, to (i) refrain from serving data requests on Ameren, and (ii) support the 2022 Plan through the filing of testimony (either jointly or individually sponsored) on behalf of the Party and/or in legal briefs in the event that any provisions of this Stipulation or Plan are challenged by another party. The Parties further commit to not challenge or attack Ameren's Plan in other dockets. Nothing in this Stipulation precludes a Party from challenging Ameren's performance under the 2022 Plan in an appropriate docket.

The Company will provide the Parties with all work papers (in their native file format) that support the Company's 2022 Plan, testimony, and exhibits prior to the filing of a revised 2022 Plan with the Commission.

B. On-bill Financing

The Parties agree that the 2022 Plan will include offering of On-bill Financing ("OBF") subject to and in accordance with the Act, which will also include at least the following attributes:

1. Ameren commits to not actively market OBF to IQ customers; and
2. Ameren supports discussions at SAG and LIEEAC about OBF.

C. Customer Communication Coordination

The Parties agree that the 2022 Plan will reflect a commitment to the following activities, which will be developed to coordinate customer communications and interactions, which are subject to the law and Commission's rules and directives, when practicable:

1. The Company will continue and expand coordination between EE, Customer Service and Credit/Collections so that customer interactions include information about Energy Efficiency, when practicable. These efforts may include, but not be limited to, targeted training for customer service representatives about energy efficiency resources for payment troubled customers, as well as training on how to connect interested customers and customers for whom participation in Energy Efficiency programs may prove beneficial to efficiency program offerings through, among other ways, connecting with a Home Efficiency Specialist, or other approaches, as appropriate.

2. The Company will also endeavor to enhance the efforts of the Ameren Illinois cross functional customer assistance team to continue the goal to find ways to address extreme financial hardship being experienced by customers. For example, without limitation, the cross functional customer assistance team could deploy a streamlined website for customers to find resources in one place, including financial assistance programs, payment options, contact information for customer service and a link to the EE resource page. Additionally, energy efficiency program partners (Community Action Agencies, Community relations team, and the EE outreach team) will be provided, as appropriate, with training and materials that provide energy burdened customers who participate in the IQ EE programs with resources for available payment assistance programs.

3. The Company will continue and expand its efforts to follow up with customers who have applied for energy assistance to connect them with the Income Qualified energy efficiency offerings.

4. The Company will agree to report in its quarterly report filed in the 2022 Plan approval docket about activity undertaken to facilitate this customer communication coordination and commit to further discussion of any reporting metrics/effectiveness of coordination efforts with parties and any interested stakeholders in a SAG subcommittee and, to the extent it is of interest, the LIEEAC.

5. The Company will designate an EE department contact for collaboration with the Illinois Solar for All program and to work to develop cross-referral programs and coordination between the EE program and the Illinois Solar for All program. Provided however, Ameren Illinois will not be required to provide customer data and such collaboration is consistent with Ameren's policy for data security and best practices for protecting customer data, should customers choose to provide data to the Illinois Solar for All program.

6. The Company will continue to coordinate delivery of its whole building retrofit IQ programs with Nicor Gas where they have overlapping service territories. AIC will provide status reports on joint delivery no less than twice a year, through a quarterly report filed in the 2022 Plan approval docket.

D. Stakeholder Advisory Group Commitments

In an effort to identify and enable more timely resolution of disputes and reduce potential litigation costs, the Parties agree to expeditiously and collaboratively undertake good faith discussions as part of the SAG process on: (1) assessment and quantification of the energy savings achieved through market effects; (2) the policy and definition of expired savings for purposes of savings goal evaluation and achievement (CPAS and AAIG); and (3) options for adjustments to the timing of market research for net to gross (NTG) values during the 2022 Plan cycle so that portfolio resources dedicated to NTG research may be directed to other activities.

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The Company will commit to assessing a statewide and/or regional market transformation initiative to promote triple-glazed windows through collaborative discussion through the Stakeholders Advisory Group Market Transformation Savings Working Group to review potential and merits of such an initiative in 2021, with the goal of reaching consensus on whether to proceed with the initiative in the next plan cycle. Funding for all Market Transformation initiatives would come out of the existing Market Transformation Budget.

As identified above in Section III.B.1., the Parties agree to recommend that the SAG facilitator establish a Technical Advisory Committee subcommittee to address the measures associated with NLC.

E. Role and Related Duties of the Company's Independent Evaluator during Energy Efficiency Formula Rate Update ("EE FRU") Proceedings

The Parties acknowledge and agree that Section 10 of the EE Policy Manual Version outlines the Evaluation Measurement & Verification ("EMV") Work Plans and Reports procedures. The Parties reaffirm their support for the procedures set forth in Section 10 of the Policy Manual. The Parties further agree to using best efforts to provide comments and/or questions regarding the EM&V report and evaluation methodologies during the review process outlined in Section 10 of the EE Policy Manual. The Parties recognize that the procedure set forth in Section 10 of the Policy Manual is designed to foster collaboration and understanding of the evaluation process to provide transparency during the evaluation process, which in turn, mitigates the need for prolonged discovery and litigation.

The Parties agree to use best efforts to participate in the EMV procedures in Section 10 of the Policy Manual in an effort to reach more timely resolution of disputes and reduce litigation costs, and the Parties agree to support requests to classify the Company's independent evaluator 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. The Company shall make a request that the Commission classify the independent evaluator as a "non-party participant" as defined at 83 Ill. Admin. Code § 200.40 in that EE FRU proceeding in its annual EE FRU petition.

Subject to any Commission rulings or orders, the Parties agree that in its capacity as a "non-party participant", the independent evaluator is expected to agree and adhere to provisions reflecting the independent evaluator's "non-party participant" role and related duties listed below into the independent evaluation contract. The Parties agree that in its capacity as a "non-party participant", the independent evaluator is expected to:

1. file concise direct testimony (A) providing a high-level summary of the portfolio and program evaluation reports; (B) providing a summary of the annual incremental savings achieved that can be counted toward the Company's applicable annual incremental goal, as well as an explanation of how that calculation was performed; (C) providing a summary of the CPAS achieved that can be counted toward the Company's CPAS goal, as well as an explanation of how that calculation was performed; and (D) describing any disputes that have been documented in any of the evaluation reports in accordance with the Section 7.5.v. of the EE Policy Manual Version 2.0.

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The independent evaluator will make best efforts to file its direct testimony within 14 days of the Company filing the annual EE FRU petition;

2. respond to any data requests served on it by the parties to the proceeding pursuant to 83 Ill. Admin. Code Part 200;

3. file testimony responding to an issue with the evaluation reports that is raised by a party in a given proceeding; be available to provide oral testimony at the evidentiary hearing and be represented by their own counsel (not the utility's attorneys), in a given proceeding regarding its evaluation reports submitted in the proceeding;

4. file any corrections or errata to the independent evaluator's reports and evaluations, regardless of whether the report or evaluation was filed by the independent evaluator or the Company; and

5. have its own legal counsel appear at the evidentiary hearing and move for admission into the evidentiary record of the independent evaluator's reports, evaluations, testimony, affidavits, verifications, and any other filed exhibits authored by the independent evaluator, regardless of whether the documents were originally filed by the independent evaluator or the Company.

The Parties further agree that the reasonable costs, including legal costs, incurred related to the independent evaluator's discharge of its duties as a "non-party participant" in EE FRU proceedings are evaluation costs in accordance with Section 8-103B(g)(6) and Section 8-104(f)(8).

F. Statewide Potential Study Independence and Stakeholder Collaboration

Ameren, which for purposes of this Section F shall be referred to as the "Program Administrator", shall collaborate with non-financially interested stakeholders (the "Stakeholders"), and the ICC Staff ("Staff") – collectively referred to in this Section F as "the Parties" – as well as the state's other large electric utility on the development of a statewide potential study ("Study") request for proposal ("RFP"), the selection of an independent Potential Study Contractor (the "Contractor"), and the scope of work ("SOW") for the Contractor. The Contractor shall be instructed to work collaboratively throughout the Study with the Program Administrators, Stakeholders, and Staff to develop and adopt the detailed Study scope, including but not limited to the approach, methods, and data used. Prior to execution of the SOW, all parties shall be afforded the opportunity to discuss and/or propose modifications to the scope, approach, methods, and data used throughout the duration of the Study. The SOW will provide that the Contractor shall provide all draft work products to the Program Administrators, Stakeholders, and Staff, simultaneously, as soon as practicable. The Parties agree, at appropriate junctures throughout the duration of the performance of the SOW, to discuss or revisit aspects of the study, design and data to be used, with an opportunity for input from all parties, with the goal of not delaying the progress of the Study. The Parties agree to using best efforts to provide comments and/or questions regarding draft work products, and on-going decisions and discussions related to methodological and data issues, in a timely manner in order to foster collaboration, provide transparency and enable more timely resolution of disputes and reduce litigation costs. The Parties agree that the Contractor shall be instructed to give equal consideration to the merits of any feedback on draft work products provided by the Parties in the development of final work products.

The Study shall address, at a minimum, electric customer-sited efficiency and electrification opportunities and Ameren Gas efficiency potential. Among other things, the study shall separately quantify efficiency and electrification opportunities in income qualified single family homes and

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income qualified multi-family buildings. In addition, the electric Program Administrator shall engage with the other Illinois investor-owned gas utilities to determine if they intend to pursue any gas potential studies in the near future, and if so, shall encourage them to join in this single statewide potential study. In the event the other gas utilities agree to participate, the Study will also consider customer-sited gas efficiency opportunities in their service territories.

The study shall be conducted and timed in a manner that will allow for the assessment of market potential for each service territory that can be used to support development of both the unmodified cumulative persisting annual savings (“CPAS”) goals identified in Section 8-103B(b-5) and (b-15) for the years 2031-2040, as well as the CPAS goals by service territory applicable for the next energy efficiency plan for the years 2026-2029. The study should take into account for each service territory the savings and objectives (and specifically related to Income Qualified customers) from the 2022-2025 Plan, expiring savings, statutory objectives, statutory budgets, and policy objectives and requirements. Ameren Illinois will agree to co-fund the Statewide potential study proportionally with the other participating Illinois utilities as applicable, with the Ameren Illinois' portion of the funding not to exceed \$750,000 for the study.

Section 8-103B of the Illinois Public Utilities Act (“Act”) directs that the Commission establish cumulative persisting savings (“CPAS”) goals based in part on an energy efficiency potential study; it is therefore critical that such potential study be developed in an independent manner. Ameren agrees to work with the SAG Policy Manual subcommittee to develop and implement protocols to ensure that Potential Study Contractor Independence is maintained as part of Policy Manual Version 3.0 discussions. To the extent no Party objects to new Potential Study Contractor Independence provisions that are added to a future Commission-approved Illinois Energy Efficiency Policy Manual, such provisions appearing in the Policy Manual will supersede the Potential Study Contractor Independence provisions in this Stipulation. Until such time that the Commission approves the Policy Manual Potential Study Contractor Independence provisions, the Program Administrator agrees to implement the following Potential Study Contractor Independence protocols:

- i. With the exception of communications related solely to contractual or other administrative issues, as well as communications conveying confidential or sensitive information, all written communications between the Contractor and the Program Administrator, Stakeholders and/or Staff shall be copied to the Program Administrator, Stakeholders and Staff.
- ii. With the exception of any phone, webinar, or in-person meetings related solely to contractual or other administrative issues, as well as communications conveying confidential or sensitive information, the Program Administrator, Stakeholders and Staff will be made aware of, and invited to, all meetings between the Contractor and the Program Administrators, Stakeholders and/or Staff.
- iii. Any contract between the Program Administrator and the Contractor shall provide that:
 - a. The Study is being conducted for, and on behalf of, the Program Administrators, interested Stakeholders, Staff, and, ultimately, all energy efficiency program ratepayers, and that all non-financially interested Stakeholders and Parties who take an interest in the Potential Study process shall be given equal consideration and standing in all Study discussions and decisions, with the exception of contractual or administrative issues.
 - b. The Contractor must act independently from the Program Administrator and be able to independently assess the amount of potential energy savings in the Program Administrator’s service territory.
 - c. The Commission has the right to direct the Program Administrator to terminate the contract if the Commission determines the Contractor was not acting independently.

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- iv. The Program Administrator shall submit the final but not yet executed contract and scope of work with the Contractor to the Commission by letter to the Executive Director. Staff will submit a report to the Commission containing its assessment of the contract and scope of work and describing its recommendations to the Commission. In addition, a Program Administrator will submit any fully executed contract and scope of work with the independent Potential Study Contractor as a compliance filing in ICC Docket No. 19-0983, the Policy Manual Version 2.0 approval proceeding, within fourteen (14) days of execution. Such compliance filing will be treated as public information, subject to redactions approved by the Commission of provisions deemed confidential. The Program Administrator shall make any portions of such compliance filings that are designated confidential available to parties appearing in the docket who are entitled to receive confidential materials by operation of law or an appropriate protective order, and to other interested parties who do not have a competitive interest in the confidential material and who may not be parties appearing in the docket but who have signed a protective agreement with the Program Administrator to receive the confidential material.
- v. If a party has reason to believe that the Contractor is not acting independently, that party is encouraged to raise the concern with the Contractor, Program Administrator, Staff, and the SAG Steering Committee. In the event that the concern cannot be resolved through such conversations, the party may file a petition with the Commission requesting that the Commission order the Program Administrator to terminate the contract. The contract between the Contractor and the Program Administrator shall automatically terminate upon a Final Order of the Commission finding that the contract should be terminated, after issuance of notice and hearing and an opportunity for the Program Administrator, the Contractor, and other interested parties to be heard, including through Commission resolution of any filed applications for rehearing. All due process rights guaranteed by the Public Utilities Act and the Commission's rules shall apply.
- vi. In the event that the Program Administrator or the Contractor issues a notice of termination or notice of default of the contract, the issuer of the notice shall contemporaneously provide a copy of such notice to the Commission.
- vii. In the event that Stakeholders, Staff, or the Program Administrator, and the Contractor are not able to reach a resolution during the draft Potential Study Report review process concerning a disputed issue that is acceptable to the Parties, the Program Administrator will direct the Contractor to document the issue in dispute within the Potential Study Report along with the Contractor's position, the party's position, and to the extent practical and quantifiable, any associated alternative savings estimates resulting from the differences in positions. Nothing in this Paragraph precludes a Stipulating Party from developing or advocating a position on the Potential Study or any aspect of determining and setting savings values or resulting savings goals under the Act.
- viii. The Contractor shall ensure that the data used in the Potential Study is made available to the Program Administrator, Stakeholders and Staff upon request, subject to any appropriate protective agreements.
- ix. The Program Administrator's contract with the Contractor shall include a provision requiring the Contractor to provide or make available all working models and workpapers to the Program Administrator, Stakeholders upon request who agree to sign protective agreements, and to Staff and the Attorney General. The Staff and the Attorney General are not required to sign such protective agreements. See Sections 4-404 and 5-108 of the Illinois Public Utilities Act (220 ILCS 5/4-404 and 5-108) and Section 6.5(d) of the Attorney General Act. (15 ILCS 205/.)

G. PAYS

1. In an effort to identify and enable more timely resolution of disputes and reduce potential litigation costs, the Parties agree to come together with other interested entities, as appropriate, prior to Ameren Illinois submitting its informational filing pursuant to Section 16-111.10 (f) to discuss in good faith the Equitable Energy Upgrade Program (the Program) design and potential implementation approaches for low-income customers, as defined under Section 8-103B of the Act, to avoid unnecessarily financing EE measures for low-income customers pursuant to Section 16-111.10, in order to ensure that the commitments reached this Stipulation are fulfilled, to the extent consistent with the law and the Commission's Orders.

The discussion shall occur outside of the Commission's formal PAYS tariff proceeding. Topics to be addressed during the discussions shall include, but not be limited to:

- How the Program financing will be marketed and/or communicated to Ameren Illinois customers, including to low-income customers eligible for zero-cost weatherization programs under the 2022 Plan;
 - What consumer protections will be put in place for income qualified customers;
 - Whether and how the Program can potentially be used, in conjunction with efficiency programs, to support business customer efficiency investments; and
 - Additional issues of concern that are raised by the undersigned Parties, as appropriate.
2. With respect to the Program, consistent with the statute, Ameren Illinois "will ensure that customers who are interested in participating are notified if they are income qualified, that they may also be eligible for the Percentage of Income Payment Plan program and free energy efficiency improvements through other programs and provide contact information." Ameren Illinois agrees to share concepts and proposals with the Stipulating Parties in an effort to collaborate on the content of this communication and any referenced materials.

H. Reservation of Issues not Included

To the extent the Parties do not expressly identify or address an issue in this Stipulation, that shall not be construed against any Party, each of which reserve all rights with respect to matters not included or addressed.

II. Terms and Conditions Governing the Stipulation

- A. Except as otherwise provided in the Stipulation, the Parties reserve (i) all rights to take any position concerning any issue addressed in this Stipulation in any proceeding other than the proceeding before the ICC to review and approve the 2022 Plan and any appeal therefrom, and (ii) the right to seek appeal of the ultimate decision rendered in such proceeding, provided such appeal does not violate the terms of this Stipulation. The Parties further agree that nothing herein is intended to limit the rights of any Party from advocating any position regarding the implementation details of the items contained in this Stipulation to the extent such details are not addressed herein and do not otherwise violate the terms of this Stipulation. In addition, the Parties agree that each Party may advocate or otherwise advance any other position in the proceeding before the ICC to review and approve the 2022 Plan or in any other proceeding that is not specifically delineated in the numbered paragraphs of the Stipulation. This Stipulation shall not apply to positions that Parties may take with respect to any utility other than Ameren.
- B. In the event that, subsequent to the execution of this Stipulation, any material provision of this Stipulation is found invalid or unenforceable or is overturned or modified or deleted by a court or the ICC or another tribunal, then this Stipulation (other than this paragraph and paragraphs (F) and (G) below), shall become void on a going-forward basis fifteen days after the order or decision is entered, unless amended by all the Parties in accordance with paragraph (D) below to address such provision or to confirm the continued effectiveness of the remaining provisions of the Stipulation.
- C. The Parties agree that the Stipulation, in its totality, is the result of compromise of the issues identified and negotiated by the Parties, as part of a full agreement. The Parties entered into this Stipulation to narrow the issues among the Parties so as to avoid the time, expense and uncertainty of litigation with respect to those issues. This Stipulation shall not constitute, and shall not be construed or interpreted to constitute, an admission of any kind by any Party with respect to any legal or factual issue in any proceedings, appeals or issues being addressed under this Stipulation or with respect to any other proceeding or dispute. This Stipulation shall not be offered or entered into evidence by any Party in any proceeding before the ICC or any other administrative agency or in any court, except in connection with proceedings related to the performance, implementation or enforcement of this Stipulation and the associated Plan. The matters memorialized in this Stipulation shall be construed as an indivisible whole. This paragraph (C) shall become effective upon the execution of this Stipulation by all of the Parties and shall remain effective notwithstanding any failure of the remaining provisions of this Stipulation to become effective.
- D. With the exception of a proceeding initiated to review and approve the 2022 Plan by the Commission and any appeal therefrom, this Stipulation should not be construed to have any precedential value in any other proceedings before the Commission, courts, other administrative bodies or any legislative bodies. This paragraph (D) shall become effective upon the execution of this Stipulation by all of the Parties and shall remain effective notwithstanding any failure of the remaining provisions of this Stipulation to become effective.
- E. If any future law or regulation is enacted that any Party believes, in good faith, has a

FINAL EXECUTION COPY

material impact on its rights and obligations arising under this Stipulation, the Parties shall meet to discuss what action, if any, should be taken.

- F. This Stipulation may be executed in any number of identical counterparts, each of which when executed and delivered shall be original, but all such counterparts shall constitute but one and the same instrument. The Parties agree that facsimile signatures (including by fax and e-mail) shall be as sufficient as original signatures to demonstrate execution of this Stipulation by one or more Parties hereto.
- G. Each of the signatories to this Stipulation represents and warrants that he or she has the right and authority to enter into this Stipulation and to bind the Party on whose behalf he or she has signed.
- H. This Stipulation contains the entire and complete Stipulation of the Parties as to the matters set forth herein and supersedes any and all prior Stipulations with respect to those matters.
- I. This Stipulation shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- J. Nothing in this Stipulation, either expressed or implied, is intended or shall be interpreted to give or confer any rights or remedies upon or to any person or entity other than the Parties.
- K. The commitments reflected in this Stipulation 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, the affected Party or Parties shall not be bound by the provision or commitment that conflicts with the law.

[REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed the Amended Settlement Stipulation and Agreement as of the date last set forth below:

Ameren Illinois Company d/b/a Ameren Illinois

By: 
Name: James C. Blessing
Position: Vice President
Date: 04/12/2022

Aces 4 Youth

By: _____
Name: _____
Position: _____
Date: _____

Staff of the Illinois Commerce Commission

By: _____
Name: _____
Position: _____
Date: _____

Environmental Law and Policy Center

By: _____
Name: _____
Position: _____
Date: _____

The Office of the Illinois Attorney General

By: _____
Name: _____
Position: _____
Date: _____

Community Organizing and Family issues

By: _____
Name: _____
Position: _____
Date: _____

Natural Resources Defense Council

By: _____
Name: _____
Position: _____
Date: _____

Citizens Utility Board

By: _____
Name: _____
Position: _____
Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed the Amended Settlement Stipulation and Agreement as of the date last set forth below:

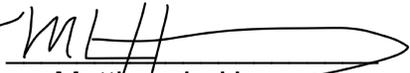
Ameren Illinois Company d/b/a Ameren
Illinois

By: _____
Name: _____
Position: _____
Date: _____

Aces 4 Youth

By: _____
Name: _____
Position: _____
Date: _____

Staff of the Illinois Commerce Commission

By: 
Name: Matthew L. Harvey
Position: Deputy General Counsel
Date: April 5, 2022

Environmental Law and Policy Center

By: _____
Name: _____
Position: _____
Date: _____

The Office of the Illinois Attorney General

By: _____
Name: _____
Position: _____
Date: _____

Community Organizing and Family issues

By: _____
Name: _____
Position: _____
Date: _____

Natural Resources Defense Council

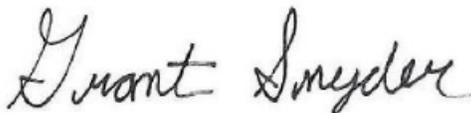
By: _____
Name: _____
Position: _____
Date: _____

Citizens Utility Board

By: _____
Name: _____
Position: _____
Date: _____

People of the State of Illinois

Kwame Raoul, Attorney General

By: 

Name: Grant Snyder

Position: Assistant Attorney General

Date: April 5, 2022

Natural Resources Defense Council

By: 

Name: Laura Goldberg

Position: Midwest Director, Energy Equity & Affordability

Date: April 5, 2022

IN WITNESS WHEREOF, the Parties hereto have executed the Amended Settlement Stipulation and Agreement as of the date last set forth below:

Ameren Illinois Company d/b/a Ameren
Illinois

By: _____
Name: _____
Position: _____
Date: _____

Aces 4 Youth

By: _____
Name: _____
Position: _____
Date: _____

Staff of the Illinois Commerce Commission

By: _____
Name: _____
Position: _____
Date: _____

Environmental Law and Policy Center

By: _____
Name: _____
Position: _____
Date: _____

The Office of the Illinois Attorney General

By: _____
Name: _____
Position: _____
Date: _____

Community Organizing and Family issues

By: _____
Name: _____
Position: _____
Date: _____

Natural Resources Defense Council

By: _____
Name: _____
Position: _____
Date: _____

Citizens Utility Board

By: *Julie Soderna*
Name: *Julie Soderna*
Position: *General Counsel*
Date: *7/4/22*

Aces 4 Youth

By: ACES 4 Youth

Name: GREGORY MORRIS

Position: EXECUTIVE DIRECTOR

Date: April 5, 2022

Environmental Law and Policy Center

By: *Tyler Barron*

Name: Tyler Barron

Position: Policy Advocate

Date: April 5th, 2022

IN WITNESS WHEREOF, the Parties hereto have executed the Amended Settlement Stipulation and Agreement as of the date last set forth below:

Ameren Illinois Company d/b/a Ameren Illinois

By: _____
Name: _____
Position: _____
Date: _____

Aces 4 Youth

By: _____
Name: _____
Position: _____
Date: _____

Staff of the Illinois Commerce Commission

By: _____
Name: _____
Position: _____
Date: _____

Environmental Law and Policy Center

By: _____
Name: _____
Position: _____
Date: _____

The Office of the Illinois Attorney General

By: _____
Name: _____
Position: _____
Date: _____

Community Organizing and Family issues

By: Karen L. Lussan
Name: Karen L. Lussan
Position: Staff Attorney
National Consumer Law Center
Date: 4/5/22

Natural Resources Defense Council

By: _____
Name: _____
Position: _____
Date: _____

Citizens Utility Board

By: _____
Name: _____
Position: _____
Date: _____