

**COMMONWEALTH EDISON COMPANY
2026-2029 ENERGY EFFICIENCY & DEMAND RESPONSE PLAN (PLAN 7)**

STIPULATION AGREEMENT

I. INTRODUCTION

The parties to this stipulation agreement (“Stipulation Agreement” or “Stipulation”) are Commonwealth Edison Company, an Illinois corporation (“ComEd” or the “Company”), the Natural Resources Defense Council (“NRDC”), the City of Chicago (“City”), Community Organizing and Family Issues (“COFI”), by its attorney, National Consumer Law Center (“NCLC”), ACES 4 Youth (“ACES”), People for Community Recovery (“PCR”), Meadows Eastside Community Resource Organization (“Meadows Eastside”), and DarkSky Chicago (“DarkSky”). Each party is referred to herein as a “Party”, and collectively as the “Parties”. The Parties have entered into this Stipulation Agreement in an effort to reach consensus on the substance and terms of the ComEd Energy Efficiency and Demand Response Plan for 2026-2029 (“Plan” or “Plan 7”), and in order to minimize the time, expense, and uncertainty of litigation in the forthcoming proceeding to be filed on or before March 1, 2025, to approve Plan 7 (the “EE Plan 7 Proceeding” or “Proceeding”).

While the Staff of the Illinois Commerce Commission (“Staff”) and the Office of the Illinois Attorney General (“OAG”) participated in the negotiation meetings and contributed to discussions concerning various pertinent issues, Staff and the OAG are not signatory parties to this Stipulation Agreement between ComEd and the Parties. Neither this Stipulation Agreement nor the fact that Staff and the OAG are not signatory Parties to it shall be construed to be, or be indicative of, a position on any or all of the matters addressed herein.

Specifically, and without waiving any rights except as indicated in this Stipulation, the Stipulation Parties agree to the following terms.

II. GENERAL TERMS AND DEFINITIONS

A. General Terms

Pursuant to Section 8-103B of the Public Utilities Act (the “Act”), 220 ILCS 5/8-103B, Plan 7 is required to be filed with the Illinois Commerce Commission (the “Commission”) on or before March 1, 2025. ComEd’s proposed Plan 7 has been the subject of lengthy negotiations among the non-financially interested parties with the goal of reaching consensus on the portfolio of energy efficiency programs to be implemented by ComEd for the period from January 1, 2026, through December 31, 2029 (“Plan Period” or “Plan 7 Period”).

This Stipulation is intended to memorialize that each and all of the signatory Parties are in agreement that ComEd’s Plan 7 satisfies, subject to the Parties’ final review of ComEd’s filed Plan and accompanying exhibits, the applicable requirements of Sections 8-103B of the Act and, therefore, should be approved by the Commission. The Parties agree that the compromise positions memorialized in this Stipulation allow for ComEd to achieve unmodified energy savings goals in 2026 and 2027 and modified energy savings goals in 2028 and 2029 as set out in

Sections 8-103B of the Act, as applicable, with the 2028 and 2029 goals modified to reflect the limitations of the planning budgets established in Sections 8-103B(m). The Parties agree that the stipulations and agreements reflected herein, and as incorporated into Plan 7, will result in a Plan that is consistent and in compliance with the statutory requirements set forth in Section 8-103B of the Act.

To the extent that any provision in this Stipulation is not specifically memorialized in the filed Plan, ComEd agrees that it will implement the Plan consistent with the terms of this Stipulation. Compromise by any Party on any particular issue set forth in this Stipulation or in the 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. Nothing in this Stipulation is intended to establish, nor shall it establish, a binding legal interpretation of any statutory provision.

This Stipulation is the result of negotiation at arms' length between and among the Parties, all of whom have been represented by counsel or had the opportunity to consult with counsel and memorializes the Parties' agreements. This Stipulation Agreement, when fully executed and accepted, will constitute a valid settlement agreement enforceable among the Parties. Thus, the Parties, intending to be legally bound and acknowledging the benefit to be derived from the mutual promises and commitments contained herein, agree to the provisions of this Stipulation.

B. Definitions

For purposes of this Stipulation:

- 1) "A/C" means air conditioning.
- 2) "AMI" means Area Median Income.
- 3) "BEA" means Business Energy Analyzer.
- 4) "Certified" in the context of MWBE means that the business holds a certificate by a third party who determined on the basis of firm-provided information and the representations therein that the business is a bona fide MWBE.
- 5) "CAA" means Community Action Agency.
- 6) "CARE" means ComEd CARE programs.
- 7) "CBO" means community-based organization.
- 8) "Commission" means the Illinois Commerce Commission.
- 9) "CPAS" means cumulative persisting annual savings.
- 10) "DCEO" means the Illinois Department of Commerce & Economic Opportunity.
- 11) "DI" means direct install.
- 12) "EE" means energy efficiency.
- 13) "EE FRU" means ComEd's annual energy efficiency formula rate update proceeding.
- 14) "EM&V" means ComEd's evaluation, measurement and verification program.
- 15) "FPL" means Federal Poverty Level.
- 16) "Gas utility" or "Gas utilities" means Peoples/North Shore and/or Nicor.
- 17) "H&S" means health and safety.
- 18) "ICC" means the Illinois Commerce Commission.

- 19) “IE” means Income Eligible, which shall have the same meaning as “low income”, as defined in Section 8-103B of the PUA.
- 20) “IHWAP” means the Illinois Home Weatherization Assistance Program.
- 21) “IHWAP braided program” refers to a IHWAP program where the utilities and DCEO share the program costs.
- 22) “IL EPA” means Illinois Environmental Protection Agency (IL EPA) - State agency that protects the environment in Illinois. The IL EPA's mission is to protect the state's air, water, and land.
- 23) “IL-TRM” means the Illinois Statewide Technical Reference Manual for Energy Efficiency.
- 24) “IRA” means Inflation Reduction Act (IRA) - US federal law passed in 2022 aimed at reducing inflation by investing in clean energy initiatives, lowering prescription drug costs, and decreasing the federal budget deficit.
- 25) “LIHEAP” means the Low-Income Home Energy Assistance Program.
- 26) “MBE” means a minority-owned business enterprise, regardless of size, physically located in the United States, which is 51% owned, operated, and controlled by one or more minority persons, which are defined as Asian-Indian, Asian-Pacific, African American, Hispanic American, and Native American.
- 27) “MDI” means market development initiative.
- 28) “MWBE” means a minority-owned or women-owned business enterprise, as defined herein.
- 29) “NEIs” means non-energy impacts.
- 30) “Nicor” means Northern Illinois Gas Company d/b/a Nicor Gas Company (Nicor Gas).
- 31) “OBF” means On-Bill Financing.
- 32) “PACT” means Program Administrator Cost Test.
- 33) “Peoples/North Shore” means North Shore Gas Company (North Shore), and The Peoples Gas Light & Coke Company (Peoples Gas).
- 34) “PIPP” means the Percentage of Income Payment Plan.
- 35) “Plan” or “Plan 7” refers to the ComEd Energy Efficiency and Demand Response Plan for 2026-2029
- 36) “Plan Period” or “Plan 7 Period” refers to January 1, 2026, through December 31, 2029.
- 37) “PUA” means the Public Utilities Act.
- 38) “R&D” means ComEd’s research and development program.
- 39) “SAG” means the Illinois Energy Efficiency Stakeholder Advisory Group.
- 40) “TRC” means the Total Resource Cost test.
- 41) “Tier 1 vendor” means a vendor with a direct contractual relationship with ComEd, commonly referred to as a “prime contractor.”
- 42) “Tier 2 vendor” means a vendor that has a direct contractual relationship with a ComEd Tier 1 vendor, but not with ComEd, and is commonly referred to as a “subcontractor.”
- 43) “VBE” means a veteran-owned business enterprise that is at least 51% owned, operated and controlled by one or more veterans.
- 44) “WBE” means a woman-owned business enterprise that is at least 51% owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens;

whose business formation and principal place of business are in the U.S. or its territories; and whose management and daily operation is controlled by one or more of the women owners.

III. PORTFOLIO LEVEL TERMS

A. Budgets

The Parties agree that Section 8-103B(m) sets forth the planning budgets to be used for Plan 7, and that Table 1 below and Appendices A and D of Plan 7 accurately identifies the planning budgets to be used to develop and approve Plan 7 in a manner consistent with Section 8-103B(m), subject to adjustments made for the final list of customers who opt out of subsections (a)-(j) of Section 8-103B (“Opt-Out Group”).

1. Portfolio Budgets:

The table below provides an overview of all portfolio budgets for residential and commercial segments, as well as portfolio overhead.

Table 1 - Portfolio Budgets

Programs	2026 CY Cost (M)	2027 CY Cost (M)	2028 CY Cost (M)	2029 CY Cost (M)	4 Year Plan Cost (M)
Res/IE Programs - EE Programs					
Behavior - Res	\$6.2	\$6.3	\$6.3	\$6.5	\$25.4
Contractor/Midstream Rebates	\$12.8	\$14.0	\$14.6	\$14.1	\$55.5
Home Energy Products	\$32.4	\$34.1	\$26.6	\$27.6	\$120.5
Multi-family Energy Savings	\$27.0	\$27.3	\$27.1	\$27.4	\$108.8
New Construction	\$5.8	\$6.0	\$6.3	\$6.4	\$24.5
Single Family Home Energy Savings	\$7.6	\$7.8	\$8.0	\$8.2	\$31.7
Whole Home Electric	\$41.1	\$40.7	\$40.9	\$39.7	\$162.3
Overhead (Non-Program) Costs	\$12.8	\$12.8	\$12.8	\$12.8	\$51.0
Res/IE Total	\$145.7	\$148.9	\$142.5	\$142.6	\$579.7
Business - EE Programs					
BEA	\$1.4	\$1.5	\$1.9	\$1.5	\$6.3
Behavior - Bus/Pub	\$9.9	\$10.6	\$11.3	\$12.1	\$44.0
Commercial Food Service	\$0.5	\$0.5	\$0.5	\$0.5	\$1.9
Energy Advising	\$7.5	\$10.5	\$13.8	\$15.7	\$47.5
Incentives	\$78.8	\$76.6	\$76.1	\$71.8	\$303.2
Midstream/Upstream	\$40.9	\$35.2	\$40.4	\$42.9	\$159.4
New Construction - Bus/Pub	\$3.3	\$4.0	\$4.7	\$4.0	\$15.9
Small Business	\$89.5	\$88.5	\$83.7	\$82.8	\$344.6
Targeted Systems	\$28.7	\$29.8	\$30.9	\$32.1	\$121.5
Overhead (Non-Program) Costs	\$12.8	\$12.8	\$12.8	\$12.8	\$51.4
Business Total	\$273.3	\$269.9	\$276.3	\$276.1	\$1,095.7
Portfolio and Multi-Sector Costs					
Voltage Optimization	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Overhead (Non-Program) Costs	\$35.2	\$35.3	\$35.4	\$35.5	\$0.0
Portfolio Level Costs	\$35.2	\$35.3	\$35.4	\$35.5	\$141.3
ComEd Programs Total	\$454.2	\$454.2	\$454.2	\$454.2	\$1,816.7

Table 2: Portfolio Budgets – Residential & Income Eligible

Programs	2026 CY Cost (M)	2027 CY Cost (M)	2028 CY Cost (M)	2029 CY Cost (M)	4 Year Plan Cost
Non-IE Costs					
Behavior - Res	\$6.2	\$6.3	\$6.3	\$6.5	\$25.4
Contractor/Midstream Rebates	\$12.8	\$14.0	\$14.6	\$14.1	\$55.5
Home Energy Products	\$14.9	\$15.7	\$12.8	\$13.7	\$57.1
Multi-family Energy Savings	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
New Construction	\$1.3	\$1.4	\$1.5	\$1.6	\$5.8
Single Family Home Energy Savings	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Whole Home Electric	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Overhead (Non-Program) Costs	\$6.0	\$6.0	\$6.0	\$6.0	\$23.9
Residential - EE non-IE Total	\$41.2	\$43.4	\$41.3	\$41.9	\$167.8
IE Costs (M)					
Behavior - Res	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Contractor/Midstream Rebates	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Home Energy Products	\$17.5	\$18.4	\$13.7	\$13.8	\$63.4
Multi-family Energy Savings	\$27.0	\$27.3	\$27.1	\$27.4	\$108.8
New Construction	\$4.5	\$4.6	\$4.7	\$4.8	\$18.7
Single Family Home Energy Savings	\$7.6	\$7.8	\$8.0	\$8.2	\$31.7
Whole Home Electric	\$41.1	\$40.7	\$40.9	\$39.7	\$162.3
Overhead (Non-Program) Costs	\$6.8	\$6.8	\$6.8	\$6.8	\$27.1
Residential - EE IE Total	\$104.5	\$105.6	\$101.2	\$100.7	\$412.0
Total Residential and IE Costs	\$145.7	\$148.9	\$142.5	\$142.6	\$579.7

2. Market Development Initiative (“MDI”)

MDI Design. ComEd EE Department’s MDI during the Plan 7 Period will continue to:

- Increase contracting opportunities for diverse business enterprises and CBOs and assist them in developing the necessary capabilities to participate in the delivery of the EE Portfolio; and
- Improve the diversity and inclusiveness of the ComEd EE Department’s supplier and supplier workforce.

MDI Implementation. Implementation of the Market Development Initiative will be contracted to an implementation contractor(s) (i.e., the Implementer(s)) with demonstrated experience in diverse market development efforts. Implementer(s) will be selected through a competitive bid process and contracted with ComEd. The MDI will also be supported by internal ComEd staff. ComEd commits to work with other Illinois utilities to identify areas in which efficiencies and cooperation can be achieved to minimize costs to ratepayers and ensure best practices are followed in achieving the goals of the MDI. ComEd, through the Implementer(s), commits to conducting outreach through MDI 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.

MDI Activities. MDI activities could include, but are not limited to:

- *Contracting:* Expanding ComEd's existing EE Diverse Service Provider Incubator and initiating a parallel incubator-like effort for CBOs, diverse-owned businesses and/or an EE Tier 2 Institute. These efforts would be designed to provide outreach, technical support, and education, to ensure entities are aware of bidding opportunities, and to increase their capabilities necessary to compete.
- *Workforce:* An EE internship and job placement program; continued support of IHWAP workforce training. Training programs will be designed to introduce underrepresented groups to the job market and lead to gainful employment.
- *Barriers to Participation:* Identifying and addressing barriers to participating in the contracting and/or workforce initiatives described above, and analyzing ways to overcome identified barriers, such as wrap-around services (for example transportation, stipends for childcare and lodging, software and equipment grants, and other tools as needed to develop the necessary skills and capabilities to compete effectively), project financing, and diversity certification. ComEd EE will leverage other resources, such as DCEO, in this effort.
- *Leveraging Resources:* Leveraging, as practicable, ComEd's existing resources (such as its ComEd's Diverse Business Empowerment Department) and the services and financial assistance of the United States Small Business Administration, the Illinois Office of Minority Economic Empowerment, DCEO programs, community colleges, and all other resources identified as promoting the interest of small and minority business in order to minimize the cost of the MDI to utility ratepayers. In addition, ComEd may participate in local and regional small and minority purchasing and networking fairs.

MDI Budget. ComEd will spend, at a minimum, an annual average of \$4 million on MDI during Plan 7.

MDI Evaluation and Reporting. ComEd commits to execute a separate independent evaluation contract for evaluation of the MDI with an entity that has specific relevant experience, funded out of ComEd's EM&V EE budget, with said consultant subject to applicable Evaluator Independence protocols set forth in Section 7.5 of the IL EE Policy Manual, Version 2.0. Priority will be given to vendors with demonstrated experience in diverse market development efforts.

ComEd will report to the ICC in its ICC-filed Quarterly Reports on the progress of the MDI with the ICC-filed Annual Reports summarizing annual progress. ComEd commits to use innovative, data-driven approaches to assess the effectiveness of its MDI initiative in achieving the MDI goals as well as opportunities for improving such effectiveness. ComEd will provide tracking metrics and reporting structure as dictated within Exhibit A (MDI Metrics and Reporting).

3. Opt-Out Group

The Parties agree that ComEd has used a planning assumption for purposes of calculating the impact of the Opt-Out Group, as defined by Section 8-103B(l), on the electric budgets and, to the extent the final calculation of electric budgets differ from the planning assumption because of updates to reflect more accurate information regarding the impact of the Opt-Out Group, ComEd will make a compliance filing in the docket in which Plan 7 is approved within 60 days after the close of the December 2025 billing period, with an updated Appendix A reflecting the final electric budgets. The Parties agree that, to the extent any changes to the final calculation to be made to account for the Opt-Out Group under Section 8-103B(l) results in a change to the available planning budgets calculated pursuant to Section 8-103B(m), ComEd will adjust program and/or other non-program budgets, other than the budget for Income Eligible Programs, to account for the change.

4. Recovery of Prudent and Reasonable Costs

The Parties agree that recovery of costs incurred by ComEd, if any, in excess of the Commission-approved annual Plan budget, will be subject to Commission review during the applicable energy efficiency reconciliation proceeding, as well as to any Commission order addressing the issue of the recovery of costs that exceed the annual Plan budget.

B. Savings Goals

ComEd has made available Plan 7 and the assumptions set forth in the 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 Plan 7 and the supporting batch files, ComEd could not achieve the unmodified savings goals defined in Section 8-103B(b-5) for 2028 and 2029, while also meeting other plan objectives, such as ensuring equitable access by customers to efficiency opportunities and enhancing the diversity of providers of efficiency products and services in ComEd's service territory, within the budget limitations set by Section 8-103B(m). To that end, the Parties agree that there is sufficient evidence in Plan 7 and the supporting batch files upon which the Commission can and should modify the savings goals defined in Section 8-103B(b-5) in Program Years 2028 and 2029. The Parties agree that the Commission should approve the savings goals for ComEd reflected in the following Table and set forth in Plan 7.

The Parties agree that Plan 7, 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)(3). Accordingly, the Parties agree that the CPAS goals for calendar years 2026-2029 should be approved as shown in Table 3:

Table 3: Statutory and Modified CPAS Goals

	2026	2027	2028	2029
Statutory CPAS (MWh)	14,857,095	15,604,099	16,351,104	17,098,109
Plan 7 CPAS (MWh)	14,857,819	15,604,819	16,127,818	16,753,818

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. The Parties agree that, as a result of these calculations, ComEd’s AAIG for each Plan year is as follows:

Table 4: Statutory and Modified AAIG

	2026	2027	2028	2029
Statutory AAIG (MWh)	747,000	747,000	747,000	747,000
Plan 7 AAIG (MWh)	747,000	747,000	410,000	626,000
Plan 7 AATS (MWh)	1,410,751	1,377,948	1,397,642	1,262,721

The Parties further agree that ComEd has used a planning assumption for purposes of calculating the impact of the Opt-Out Group, as defined by Section 8-103B(l), on CPAS and AAIG goals and, to the extent the final calculation of CPAS and AAIG differs from the planning assumption because of updates to reflect more accurate information regarding the impact of the Opt-Out Group, ComEd will make a compliance filing, in the docket in which Plan 7 is approved, within 60 days after the close of the December 2025 billing period, with an updated Appendix B reflecting the final CPAS and AAIG calculations. For portfolio years where ComEd has unmodified savings goals (2026 and 2027), goals will be adjusted formulaically by applying the statutory incremental goal to the updated baseline usage of customers eligible to participate in ComEd’s programs. For portfolio years where ComEd has modified savings goals (2028 and 2029), goals will be increased or decreased based on the average portfolio business sector \$/kWh of the final approved Plan. The formula for adjusting modified goals will be: $(\text{Budget Change} / \text{Portfolio } \$/\text{kWh}) = \text{Goal Change}$. The Parties agree that the compliance filing made by ComEd reflecting the CPAS goals and AAIG for each calendar year of Plan 7 will become the Commission-approved CPAS and AAIG goals for Plan 7. ComEd will circulate its compliance filing to the Parties for their review and feedback prior to filing with the Commission.

C. Demand Response Goal

In light of ComEd’s experience in Plan 5 and Revised Plan 6 and to maximize available funding, ComEd will meet its demand response goals through its Residential and IE EE programs.

D. Marketing

ComEd will continue its coordination of EE program marketing with other ComEd customer programs and tools (e.g., demand response, real-time pricing, financial assistance) and with other utilities as joint program delivery opportunities exist and arise.

E. EE Procurement

ComEd EE is committed to procuring goods and services for its ratepayer-funded energy efficiency portfolio in a competitive, fair, transparent and equitable manner. ComEd recognizes the value of competition in driving innovation, improving quality, and reducing cost. It also acknowledges the value of supplier diversity in equitably investing ratepayer funds in the communities from which they originated, by creating business and employment opportunities in the ratepayer-financed energy efficiency job market.

ComEd EE will continue and expand its practice of providing opportunities for non-profit organizations, Illinois-based business enterprises, and Certified MBE, WBE, VBE, service-disabled, and LGBTQ-owned business enterprises to compete on an equal basis for materials and services utilized by ComEd EE in connection with implementing its Plan. This includes Tier 1 and Tier 2 vendors, as well as service providers not under contract with ComEd. ComEd EE will make best efforts to provide sufficient information on technical and performance requirements and sufficient time to enable non-traditional bidders to compete effectively. This practice does not diminish, in any way, the objective of ComEd EE to acquire materials and services on the most economic basis available, considering factors such as price, quality, service reliability, accountability, safety and timely delivery, and encouraging all qualified suppliers and contractors to compete for ComEd’s business.

ComEd EE Department will follow Exelon Supply guidelines, as modified by commitments made in the Policy Manual, for any contracts that require competitive bidding.

F. Purchase of kWh and Sale of Therms

ComEd commits to offer the following programs on a joint basis with the gas utilities within their service territory:

Residential & Income Eligible	Single-Family Home Energy Savings (Upgrades)
	Multifamily Home Energy Savings (Upgrades)
	Retail/Online (smart thermostats only)
	New Construction – IE
Business & Public Sector	New Construction – Bus/Pub
	Targeted Systems (Retro-Commissioning)
	Behavior – Bus/Pub (Strategic Energy Management)

If ComEd and the applicable gas utility are unable to otherwise reach an agreement for joint or coordinated delivery, at a minimum ComEd will agree to:

- pursue an agreement to purchase net kWh produced by the gas utility portfolio and to sell net therm savings produced by electric utility programs; and
- The terms of the exchange, including the amounts of energy savings exchanged, will be documented in a separate agreement between ComEd and the applicable gas utility.

For the purpose of such purchase or exchange agreements, ComEd may prioritize claiming therms produced within its own portfolio before purchasing therms produced through joint programs. ComEd shall not be obligated to purchase therms once it has exceeded the 10% cap on savings attributable to fuels other than electricity. Revenue from the sale of therms or kWh will be committed for reinvestment within the sector (Income Eligible, Other Residential, Business) from which those specific savings were produced.

G. Overhead Allocation

For the purpose of determining whether ComEd has met its statutory requirements for minimum levels of spending on different customer groups, ComEd will allocate portfolio level costs across the following customer sectors – (1) residential customers, (2) commercial and industrial/business customers, (3) public sector customers, and (4) income eligible customers. Allocation to customer sectors will be based on their portion of program budgets.

ComEd will limit its portfolio-level costs, excluding IE R&D, to an annual average of no more than \$40.0 million each year of Plan 7.

H. Research & Development

The parties agree to maintain planned budget for portfolio Research & Development (“R&D”). For 2028 and 2029, the parties agree that the planned budget will not be used on research and development proposals in a formal R&D program. However, ComEd retains the flexibility to fund different programs, including pilot programs that test new approaches to promoting customer investment in efficiency. Before initiating any pilot program, ComEd will provide a notice and comment opportunity to the SAG.

IV. PROGRAM LEVEL TERMS

The Parties agree and acknowledge that the following stipulations only address those issues raised during the negotiations of Plan 7 and the programs, initiatives and related policies referenced herein may not reflect all of the initiatives or related policies included in Plan 7 and submitted for Commission approval. The Parties agree that the program level budgets reflected in this Stipulation are planning budgets and the Stipulation does not restrict ComEd from implementing its portfolio in accordance with the Illinois EE Policy Manual Version, including but not limited to Section 6.1. Such flexibility shall be constrained by any limitations imposed by law (e.g., minimum spending requirements for income eligible, public buildings and/or any other target Customer groups) or further agreements made within this stipulation document or the ICC in orders approving the Program Administrators’ Plans and in this settlement agreement.

A. Residential Programs

The Parties agree that they have reviewed or have been presented the opportunity to review the residential programs and initiatives to be included in Plan 7, including proposed budgets, assumptions, and underlying data, and agree the proposed programs should be approved.

1. **Income Eligible (“IE”) Residential**

ComEd will spend a minimum of \$100 million per year, excluding portfolio-level costs, on average over the four-year Plan Period, on measures targeted at low-income households, including allocated IE overhead, IE R&D, public housing efforts, and health and safety (“H&S”). See Table 5 below for programs and program elements that qualify toward this commitment.¹

Whole Building: ComEd’s annual IE whole building weatherization programs budget will constitute a minimum of 80% of the total budget specifically dedicated to serving IE customers. ComEd will spend a minimum of \$74 million per year, on average over the four-year Plan Period, on IE whole building weatherization programs (excluding allocated overhead). Parties agree that unused H&S funds can be reallocated within IE whole building weatherization programs. See Table 5 below for programs and program elements that qualify toward this commitment.

Single-Family: ComEd’s annual budget for IE multi-family vs. IE single-family buildings is designed to achieve savings from each building type approximately proportional to the cost-effective lifetime savings potential in each building type. ComEd will spend a minimum of \$27 million per year, on average over the four-year Plan Period, on IE single-family whole building weatherization programs. See Table 5 below for programs and program elements that qualify toward this commitment.

ComEd commits to fund IHWAP-braiding opportunities to the extent all northern gas utilities are braiding with IHWAP. ComEd also commits to funding joint gas-electric programs to the full extent possible given gas utility funding commitments and gas utility agreements to fund their share of costs given calculations of benefits based on each utilities’ avoided costs (i.e., the ratio of electric (kWh) to gas (therm) savings, as converted to an avoided cost ratio), regardless of whether gas funding increases or decreases. To the extent that gas funding and/or ComEd-gas utility funding allocations result in decreases (relative to forecasts in Plan 7) in the amount of funding needed from ComEd to fully its portion of joint programs, ComEd will shift the difference relative to budgeted funds fund to whole home measures for electrically heated customers. ComEd may shift spending within the respective IE buckets (i.e., within programs in a given column in Table 5 below), depending on program needs, but consistent with the commitments made in this Stipulation, including, but not limited to, the notice of major changes provisions below.

¹ For the Retail/Online – IE, Single-Family Upgrades – IE Home Energy Assessment, Product Distribution – IE Elementary Education Kits programs, and IE R&D only the portion of spending that is specifically associated with IE customers counts towards the \$100 million IE spending commitment.

Table 5: ComEd IE Program Element/Delivery Channel Categorization Table

Program Element/Channel	IE	Dedicated IE	Whole Building Weatherization IE	Whole Building Weatherization IE – SF
Single-Family Upgrades – IE	X	X	X	X
Whole Home Electric SF – IE	X	X	X	X
Multifamily Upgrades – IE	X	X	X	
Whole Home Electric MF - IE	X	X	X	
New Construction – IE	X	X	X	
Home Energy products – Food Bank– IE	X	X		
Home Energy products – Retail– IE	X	X ²		
Sector General – IE	X	X		
IE R&D	X	X		
Budget Commitment (millions) ³	\$100	\$92.5	\$74 ⁴	\$27

2. Measures

ComEd will not provide incentives for early replacements of single-family central A/Cs, gas furnaces, gas boilers or gas water heaters in its utility-only IE programs (including utility-only CAA) except in cases of emergency, health and safety needs, when the measure requires significant annual maintenance costs, and/or opportunities for heat pumps or electrification exist. ComEd will support the early replacements of those measures in the IHWAP braided program.

ComEd will retrofit electric heated homes – both displacing electric resistance heat or other electric heat sources – with heat pumps and installing weatherization measures whenever possible.

3. Weatherization Criteria

The minimum attic insulation criterion that determine whether a home is weatherized in its HES program is R19, with the ability to bring the insulation level up to R49-R50. ComEd commits to working with stakeholders and related utilities, in 2025, to adjust the minimum participation

² Home Energy Retail is only partially dedicated, as Instant Discount IE incentives are provided by geographical location of retailer rather than direct. Dedicated Spend only applies to program spend related to large appliance measures where customer IE eligibility is verified on a customer level.

³ Budgets indicate committed minimum spend.

⁴ Minimum committed spend is \$74M for whole building weatherization offerings. ComEd will budget and make best efforts to spend \$80M on whole building weatherization offerings, to the extent that matching funds are available in joint programs and market conditions allow for income eligible spending on customers that are electric.

criteria that determines whether a home is weatherized and customer prioritization for major measures in its Home Energy Savings (HES) aka IE Single Family Upgrades program. ComEd will not consider HVAC efficiency or lack of duct sealing opportunity (E&F Within 2025 Retrofits Prioritization Criteria Proposed changes) when prioritizing customers for HES weatherization services.

4. Joint IE Programs

ComEd will comprehensively serve customers through its IE whole building retrofit programs. ComEd will retain the flexibility it needs, subject to the terms of this stipulation, to meet its overarching IE spend commitments, as outlined in Section IV.A.1. ComEd commits to:

- identifying and installing all applicable electric efficiency measures; and
- funding joint whole home programs up to the point where gas utilities are also able to provide funding per an agreed upon cost-allocation methodology as negotiated by utilities. If gas utilities are no longer able to fund joint programs according to cost-allocation agreements, ComEd may redistribute funds into other IE electric whole home programs.

ComEd continues to commit to work with the gas utilities to streamline customer experience and reduce possible customer confusion. ComEd shall make best efforts to:

- continue joint processes, including utilizing joint enrollment forms with each gas utility; and
- continue a common set of electric and gas measures offered, subject to the commitments in this Stipulation.

5. Health and Safety

ComEd agrees to the following IE H&S provisions:

- Annually budgeting for an income eligible health and safety fund of at least 15% of the total IE whole building programs weatherization budget, as defined and described in footnote 4 above.
- For utility-only IE single-family and multifamily programs, investing in building improvements to the extent necessary to address health and safety concerns that enable eligible energy efficiency improvements.
- For IHWAP braided projects, H&S costs will be allocated as: IHWAP funding 50% of the H&S costs and the remaining 50% being split between the utilities funding based on utility cost allocation methodologies.
- A commitment to pursue and leverage external sources of funding H&S improvements (*i.e.*, healthy homes initiative).

6. EE & Illinois Solar for All Program

ComEd will designate an EE department contact for collaboration with the Illinois Solar for All program authorized and implemented under Section 1-56(b) of the Illinois Power Agency Act, who would be available to provide EE information and materials designed for customers to solar companies and customers that contact ComEd for such information. ComEd will also consider future areas of potential collaboration between ComEd's EE programs and the Illinois Solar for All program. Pursuant to Section 8-103B(c), ComEd shall market and implement low-income energy efficiency programs in coordination with low-income assistance programs (including the Low-Income Home Energy Assistance program), the Illinois Solar for All Program, and weatherization whenever practicable.

7. EE and Financial Assistance

ComEd commits to continue to:

- Provide relevant IE EE program information to its customers at appropriate customer assistance “touch points”, including follow up with customers who have received financial assistance⁵ with information about relevant IE EE offerings.
- Provide relevant financial assistance information, including information about ComEd assistance grant programs and potential Low-Income Discount Rates, IHWAP, and the waiver on deposits and late fees required pursuant to Section 8-201.7 and 8-201.8 of the Public Utilities Act, to its customers at appropriate energy efficiency program, particularly at, but not limited to, IE EE program, “touch points.”
- Develop and distribute literature for IE customers, which contains information about all financial assistance and energy efficiency programs, including potential Low-Income Discount Rates, IHWAP, and the waiver on deposits and late fees required pursuant to Section 8-201.7 and 8-201.8 of the Public Utilities Act, for which they may be eligible. The literature will be printed in both English and Spanish.
- Provide online resources that provide IE customers with the aforementioned comprehensive information about financial assistance and energy efficiency programs, including potential Low-Income Discount Rates, for which they may be eligible.

8. Notification of Major IE Changes

After Plan 7 begins and offerings are launched, ComEd commits to provide prior notice to Parties of major changes in program design, program delivery, and/or program contracting/subcontracting with regard to the IE Whole Building Weatherization programs listed in Table 5.

⁵ For purposes of this Stipulation, “financial assistance” is defined as LIHEAP, PIPP, ComEd CARE programs as well as other financial assistance programs available to ComEd low-income customers, such as the ComEd Bill Payment Assistance Program and any successors.

ComEd will provide prior notice of adding or removing Major Measures and/or modifying customer eligibility requirements, and/or modifying customer incentive levels associated with Major Measures which for purposes of this Stipulation, are limited to the following:

- Weatherization/building envelope measures,
- HVAC distribution system and/or ventilation measures,
- Major HVAC equipment measures (including heat pumps to displace electric resistance heat and/or for electrification),
- Water heating equipment measures (including heat pump water heaters to displace electric resistance heat and/or for electrification),
- Appliance replacement measures (including induction cooktops and/or Energy Star dryers installed as part of electrification projects),
- Health and safety improvements.

Other major changes that ComEd will provide notice of are limited to:

- A budget shift at the program level of 20% or more or as defined in section 6.1 of the policy manual.
- ComEd intending to add a new contract, revise an existing contract whose dollar value changed by 25%, or cancel a contract with a firm holding a Tier 1 contract that supports a Whole Building Weatherization program. Terminations that need to occur immediately (e.g., because of fraud or some other malfeasance) are exempt from this requirement.
- ComEd intending to cancel and/or add a delivery channel within its Whole Building Weatherization Initiative

ComEd will provide advance notice of such changes at least 10 days prior to implementation, subject to the limitations described below. Stakeholders will have 10 days from said notification to provide feedback to ComEd on such proposed changes. Any meeting requested will have to be scheduled within this 10-day window and stakeholders will make best efforts to provide feedback as expeditiously possible within the 10-day window. The inability of Parties to attend such meeting shall not preclude ComEd from proceeding with the changes. Changes that ComEd deems time-sensitive and urgent to operations, such as contractor fraud or performance issues, will be exempt from the advance notification requirement. In such cases, stakeholders will be notified within 10 days after the change is implemented. ComEd expects to be able to provide notification in most cases and will provide an explanation (after the fact) when it does not provide notifications.

9. Weatherization Principles/Requirements

a. *IHWAP-Braided Programs*

ComEd will:

- Take advantage of the efficiencies available through existing IHWAP infrastructure and services, such as enrollment and marketing, to the extent that this can reduce the need for similar services at a lower cost than utility-only programs, subject to CAA or other capacity constraints for single-family and multifamily services to the extent IHWAP CAAs provide multifamily services.
- Seek input and coordinate with CAAs on their agencies' capacity and annual growth in ComEd portfolio dollars budgeted to IHWAP braided efforts. Any planning for braiding programs, including annual budgeting, should be done in consultation and engagement with the CAAs.
- Ensure that ComEd contributes its portion of the 50% gas and electric utility funding requirement for each building served in the IHWAP braided program, including contributions to all efficiency measures installed, health and safety measures, and administrative costs (consistent with IHWAP health and safety and administrative cost guidelines) based on the agreed upon cost allocation methodologies with the gas utilities. For measures receiving ComEd funding, ComEd may claim 100% of the savings achieved through those efficiency measure installations.

Continue opportunities to provide multifamily weatherization through the braided IHWAP structure. ComEd will work with the CAAs to encourage and support implementing a multifamily braided program, particularly in areas where there appears to be a need for such a program, and where there is interest from the CAAs.

b. *Utility-Only Programs: Comprehensiveness and Program Design*

ComEd will:

- Ensure IE programs and investments are in support of pursuing comprehensive, whole-building weatherization projects. ComEd shall budget for at least 90% of measure spending in whole building weatherization IE programs to be on "major measures" (including allocated IE non-incentive costs). In no event will the Company spend less than 85% of IE budget on such measures. Major measures are limited to the following:
 - All envelope insulation measures (attic/ceiling, wall, basement wall, rim/band joist, floor above crawl space)
 - Comprehensive air sealing (blower-door guided)
 - Duct sealing and/or insulation.
 - Heat pumps.
 - Heat pump water heaters.

- Urgently needed (per the criteria in this stipulation) furnace, boiler, fossil fuel water heater, and/or central A/C replacements
 - Window/room A/Cs
 - Furnace blower motors
 - Exhaust fans.
 - Storm windows (and/or window replacements)
 - Major appliances (washers, dryers, induction stoves, fridges, freezers)
 - Pool pumps (if any)
 - Manufactured housing assessment fee
 - Health and safety measures
 - Healthy homes project
- Ensure there are mechanisms in place to lead customers, which may start with Direct Install (“DI”) measures to more comprehensive treatment of building envelope and other major measures (if customer agrees). ComEd will ensure there is an offer to customers and a specific mechanism for ensuring delivery of major eligible measures. This includes follow up with DI customers to encourage participation with major eligible measures. No single-family IE customer, or single-family or multifamily IE renter shall be assessed a co-pay.
 - Ensure that all services address electric whole-building opportunities and do so in an efficient manner. This includes treating all multifamily buildings in a single, one-stop-shopping fashion that addresses the entire building, including all residential units and common areas.
 - Develop a process to best serve mixed use buildings, with the intent of minimizing transaction costs and barriers for the customer, encouraging substantial participation by such buildings, and comprehensively serving the whole building (where appropriate).
 - Maintain on its website a separate page describing all ComEd-funded IE EE opportunities.

10. Utility-Only Programs: Equity and Eligibility

The Parties agree that customers who receive weatherization services through a ComEd utility-only program will not be required to make a co-pay on any weatherization measure offered. Consistent with this requirement, the Parties agree that neither On-Bill Financing nor financing offered under any Equitable Energy Upgrade Program that may be established will be offered to single family customers for their participation in utility-only income-qualified weatherization programs. In the case of IE multifamily weatherization, ComEd will provide guidance to its contractor network that OBF should only be offered to building owners (if measures aren’t fully covered). ComEd will consult with the other utilities, interested stakeholders and CAAs with experience in offering income-qualified multifamily weatherization services in Illinois regarding building owner co-pays.

ComEd will work with CAAs and the relevant implementers to ensure that contractors working on behalf of ComEd IE EE programs are not assessing residents a charge for a weatherization quote in ComEd's utility-only weatherization programs.

ComEd may target households less than or equal to 200% of the Federal Poverty Level ("FPL") but will not restrict eligibility of services to just that population. IE programs will still be available to all households at or below 80% Area Median Income ("AMI") (recognizing that braided IHWAP programs would limit eligibility to no more than approximately 200% of FPL by law). Any targeting and establishment of eligibility for non-braided multifamily weatherization programs should be simple and not create barriers to participation, consistent with Section 4.3 of the Illinois Energy Efficiency Policy Manual version 2.0 and its successor(s).

All IE customers are eligible to participate in any non-IE residential programs if they so choose. However, for those programs that first require engagement with ComEd or its website for enrollment, ComEd will first educate the customers about the full range of services available to them in the IE programs, to the extent those programs can provide more comprehensive service and/or eliminate or reduce any copays or financing, where appropriate.

ComEd will not require ComEd customers seeking to participate, or to continue to participate, in a ComEd-offered energy efficiency program, to demonstrate, or otherwise provide evidence or documentation of, United States citizenship.

11. Utility-Only Programs: Contracting

ComEd will:

- Ensure that contracting mechanisms are cost efficient and avoid unnecessary layers of bureaucracy, management, oversight, and mark-up, or other barriers to cost-effective participation, for CAAs/CBOs and a diverse workforce. ComEd, however, will contribute an amount consistent with the DCEO's contribution to IHWAP administrative costs for weatherization programs.
- Rely on competitive bidding, maximize the use of CAAs/CBOs, and work to increase opportunities for expanded diversity in contractors and contractor employees.

12. Utility-Only Program: Measure Specific

ComEd will:

- Target households with electric resistance heating and fund installations of heat pumps (either ductless or ducted, as appropriate) to serve as the primary heating system in all such homes, with the electric resistance equipment remaining and serving as back up heating as necessary, in conjunction with a focus on maximizing building shell measure adoption.

For all IE customers, ComEd will fully fund:

- All Plan programs offering low-cost direct install measures.

- All eligible insulation; air sealing; and duct sealing, insulation, and measures; and
- All of the following HVAC measures offered within ComEd only offerings under the Plan:
 - Single-family heat pumps to displace existing electric resistance heat.
 - Single-family heat pump water heaters to replace standard electric resistance water heaters.
 - Single-family and multi-family window A/C replacements.
 - Single-family furnace fans with ECM motors to replace inefficient fans (if full furnace not being replaced).
 - Single-family and multi-family smart thermostats; and
 - Single-family gas furnace, gas boiler, gas water heater and/or central air conditioner only when an emergency replacement (e.g., existing system no longer functioning) and/or to address a health/safety risk (e.g., cracked heat exchanger on gas furnace), when the measure requires significant annual maintenance costs, and/or opportunities for heat pumps or electrification exist.

ComEd agrees to ensure that implementers follow the following criteria before installing smart thermostats:

- The appropriate brand and type of thermostat based on the availability of broadband wi-fi in the home.
- Customer interest after smart thermostat functionality has been explained.
- Whether the customer is housebound and how that might impact the functionality of the smart thermostat; and
- Consider technical issues that would significantly increase labor costs associated with thermostat installations.

ComEd agrees to provide written operating instructions and a phone number to call for assistance on the use of the product to customers receiving smart thermostats in English and Spanish. Operating instructions will also be provided verbally in English, and Spanish speaking customers will be provided written information, in Spanish, with the number they can call to hear these operating instructions in Spanish.

The Parties agree that IE Multifamily property managers/owners may have a co-pay for the following HVAC measures:

- Heat pumps to displace existing electric resistance heat;

- Heat pump water heaters to replace standard electric resistance water heaters;
- Furnace fans with ECM motors to replace inefficient fans (if full furnace not being replaced); and
- Gas furnace, gas boiler, gas water heater and/or central air conditioner.

B. Business Programs

Among other offerings, ComEd commits to starting, in 2025, a pilot that explores new program design recommendations that incorporate Dark Sky products and strategies. If such pilots prove offerings related to DarkSky approved lighting produce cost-effective savings, ComEd commits to supporting appropriate changes to the TRM, such that incentive offerings for DarkSky approved lighting products may be offered through its prescriptive programs.

Should such pilots prove offerings related to dark sky approved lighting produce cost-effective savings, ComEd will also commit to collaborating with DarkSky, who will provide educational and collateral resources, to deliver educational materials and coordinate on delivery of training to program allies and customers at appropriate forums/venues.

ComEd will meet periodically with DarkSky and any other interested SAG participants to provide updates on progress in implementing the aforementioned commitments and discuss refinements in strategy for accelerating adoption of networked lighting controls, luminaire level lighting controls. Such meetings will be at least bi-annually from 2026 through 2029.

ComEd's Midstream program will offer Tubular Light Emitting Diode ("TLED") only during calendar year 2026. After 2026, ComEd will offer TLEDs only through the Small Business program.

ComEd will collaborate with Nicor Gas, Peoples Gas and North Shore Gas on utility sharing public sector project leads.

C. Energy Efficiency Electrification Programs

ComEd will make best efforts for Whole-Home IE electrification savings to come from both multi-family and single-family homes.

ComEd will calculate bill impacts for all IE electrification projects. All assessments of electrification impact on customers' bills shall:

- Include current default retail prices for fossil gas and propane – including both volumetric charges and, whenever applicable, fixed monthly charges.
- Include current default retail prices for electricity, using ComEd's (lower) electric heating rate, wherever applicable – including the cost savings of paying all current baseload (lighting, refrigeration, other miscellaneous appliances, etc.) electricity consumption with the lower electric heating rate.

- Include efficiencies of existing (pre-treatment) fossil fuel heating, water heating and other appliances.
- Include efficiencies of electrification measures.
- Include forecasted impacts of weatherization measures also being installed; and
- Will not include Low-Income Discount (LID) rates for gas or electric.

The Parties agree that one of the objectives of Section 8-103B's energy efficiency electrification initiatives is to reduce greenhouse gas emissions, provided, however, that nothing in this Stipulation is intended to limit the rights of any Party from advocating any position regarding the assessment and tracking of greenhouse gas emissions in other proceedings before the ICC.

ComEd will, to the extent practicable, integrate delivery of space heating electrification with weatherization measures designed to reduce heating loads (and/or into buildings which are already known to be efficient/weatherized).

ComEd will, to the extent practicable, support complete electrification of all fossil fuel end uses, so that participating IE customers can realize benefits not only of reduced volumetric charges for such fuels, but also fixed monthly charges (for gas or propane).

Upon completion of electrification, ComEd will assist customers in getting onto its electric heating rate when that would lower such customers' annual energy bills.

When heat pumps, heat pump water heaters and/or electric/induction stoves are installed in IE homes to replace furnaces, fossil fuel water heaters and/or fossil fuel stoves that are creating health and safety concerns (e.g., cracked heat exchangers, back-drafting of exhaust), the costs of the electrification measures can be considered an IE "health and safety" expense, coming out of the fund set aside for such purposes.

If building and industrial electrification programs are introduced in the future outside of the ComEd EE programs, and ComEd funds these programs in whole or in part from the Plan 7 budget, the Parties agree to discuss a methodology for ComEd to claim electrification savings achieved through such building and industrial electrification program(s).

D. City/Municipality/County Collaboration

ComEd agrees to work with the City of Chicago, other interested cities, municipalities, counties, and other public partners on their residential electrification, energy efficiency initiatives and operational decarbonization programs, and how to coordinate and integrate those initiatives with ComEd's electrification, energy efficiency, and C&I programs. ComEd shall designate one or more points of contact for each entity that requests such liaison. ComEd shall meet with the aforementioned governmental entities on opportunities to collaborate and commits to work in good faith to reach consensus on how to leverage budgets.

E. On-bill Financing

The Parties agree that Plan 7 will continue to include an offering of On-bill Financing (“OBF”) subject to and in accordance with the Act, which will also include at least the following attributes: ComEd commits to not directly market OBF or any Equitable Energy Upgrade Program financing that may be established⁶ to IE single-family customers and ComEd supports discussions at SAG about OBF.

V. EVALUATION, MEASUREMENT, & VERIFICATION TERMS

A. Role and Related Duties of ComEd’s Independent Evaluator during Energy Efficiency Reconciliation Proceeding

The Parties agree to support requests to classify ComEd’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. No later than three (3) business days after ComEd files the annual energy efficiency formula rate update (“EE FRU”) petition, ComEd will file a motion requesting that the Commission classify the Company’s independent evaluator as a “non-party participant” as defined at 83 Ill. Admin. Code § 200.40 in that EE FRU proceeding.

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:

- 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 ComEd’s applicable annual incremental goal, as well as an explanation of how that calculation was performed; (C) providing a summary of the cumulative persisting annual savings (“CPAS”) achieved that can be counted toward ComEd’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 IL EE Policy Manual Version 2.0. The independent evaluator will make best efforts to file its direct testimony within 14 days of ComEd filing the annual EE FRU petition.
- respond to any data requests served on it by the parties to the proceeding pursuant to 83 Ill. Admin. Code Part 200.

⁶ To the extent that ComEd offers programs through EEUP that do not require the customer to finance the purchase of upgrades, ComEd may market such programs to IE single-family customers.

- 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 ComEd.
- 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 in a given proceeding regarding its evaluation reports submitted in the proceeding.
- be represented by their own counsel (not ComEd’s attorneys) in a given proceeding regarding its evaluation reports submitted in the proceeding; and
- have its own legal counsel appear at the evidentiary hearing and move for admission into the evidentiary record 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 ComEd.

ComEd will incorporate the provisions reflecting the independent evaluator’s “non-party participant” role and related duties listed above into the independent evaluation contract governing Plan 7 evaluation, measurement, and verification.

Parties agree that 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 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 7 EE FRU proceedings.

B. Annualization

The Parties agree that all measure savings for the year of implementation will be annualized, with the exception of Residential Behavior, which will continue as provided in the Illinois TRM.

C. Cost-Effectiveness Analysis

Subject to the required information being provided by the gas utilities, ComEd will timely file joint TRC results for all joint programs in its Plan 7 docket.

ComEd agrees to present both TRC and UCT test ratios and net benefit results – for each program, sector and its portfolio as a whole. In calculating TRC and PACT net benefits and benefit-cost ratios for Plan 7. ComEd will make annual updates, on June 1st for each delivery year, for avoided costs and use the best information currently available regarding avoided energy, avoided capacity and avoided T&D costs. Such annual updated avoided costs will be shared with program evaluators and used for any impact evaluation purposes. Along with annual updates to avoided costs, the Company also commits to providing a presentation to SAG documenting all of its avoided cost assumptions, marginal energy and capacity line loss assumptions, greenhouse gas emission reduction and benefit calculation methodology and

assumptions, and other key benefit-cost assumptions and methodologies – as well as their sources.

The Company commits to documenting all of its avoided cost assumptions, marginal energy and capacity line loss assumptions, greenhouse gas emission reduction and benefit calculation methodology and assumptions, and other key benefit-cost assumptions and methodologies – as well as their sources – in its Plan 7 filing.

As part of ComEd’s Plan 7 filing and any ex-post cost-effectiveness results reported for 2026-2029, ComEd agrees to present the TRC and UCT test results both with and without non-energy impacts (“NEIs”). NEIs specified within the Illinois Statewide Technical Reference Manual for Energy Efficiency (“IL-TRM”) will be included in both sets of calculations.

ComEd agrees to present portfolio TRC and UCT test results both with and without income eligible programs as part of its Plan 7 filing and in the annual energy efficiency formula rate update proceeding dockets.

VI. ADDITIONAL TERMS

A. Docket Support

The Parties agree to work in good faith to facilitate and support Commission approval of ComEd’s Plan 7 on an expedited timeline. That commitment includes, at a minimum, (i) ComEd’s agreement to provide the Parties with all workpapers (in their native file format) associated with the filed Plan, testimony, and exhibits; (ii) the agreement of each Party, other than ICC Staff, to refrain from serving data requests on ComEd, and (iii) supporting the Plan through the filing of direct testimony (either jointly or individually sponsored) on behalf of the Party, rebuttal testimony (either jointly or individually sponsored) and/or legal briefs if Plan 7 is challenged or attacked by intervenor(s). The Parties further commit to not challenge or attack ComEd’s Plan 7 in other dockets. Nothing in this Stipulation precludes a Party from challenging ComEd performance under Plan 7, including costs incurred and savings achieved in a plan year, in an appropriate docket.

B. Therms

For therms that are converted to kWh savings, ComEd will first prioritize therms associated with Income Eligible programs, as required by the Act. If the Income-Eligible programs do not provide the full 10% goal allocation, ComEd has the discretion to choose the therms for conversion that best serve the long- term impact of the portfolio (e.g., longer life measures); note that while therms are emphasized here, other non-electricity fuels (e.g., propane) may also be converted, as permitted by Section 8-103B.

C. Contractor Input

ComEd commits to working with Parties on an internal process to receive input, feedback, recommendations, and complaints from its contractor, subcontractor, and service provider networks. ComEd commits to working with Parties, stakeholders, and the SAG on a process for

addressing and reporting on the input, feedback, recommendations, and complaints received by ComEd.

D. Inflation Reduction Act (“IRA”)

The Parties acknowledge that the Illinois Environmental Protection Agency (“IL EPA”) may seek to braid funding from IRA) with ComEd’s energy efficiency and electrification programs.

ComEd shall incorporate and leverage IRA funding to the extent funds become available for all applicable 2026-2029 Energy Efficiency programs, with priority given to IE program braiding, provided leveraging such funds doesn’t disadvantage the company’s ability to meet energy savings goals. ComEd shall not reduce or shift IE budget dollars to other programs as a result of incorporation of IRA rebates in IE programs.

ComEd shall provide quarterly updates to the Parties and the ICC regarding updates on agreements with DCEO and IL EPA and the impact of braided IRA funding on its energy efficiency and electrification programs, including any proposed adjustments to energy savings goals or attribution methodologies.

VII. TERMS AND CONDITIONS GOVERNING THE STIPULATION

A. Changes in Law

To the extent that there are changes in applicable law that materially impact the implementation of ComEd’s Plan 7 or provisions of this Stipulation, the Parties agree to work collaboratively with ComEd with the goal of reaching consensus on the related impacts and the need - if any - for adjustments to the Stipulation and Plan 7.


B. Applicable Law

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.

C. Additional Terms and Conditions

The Parties further agree that the Stipulation will be governed by the terms and conditions set forth in Exhibit B to this Stipulation, which terms and conditions are incorporated by reference as though fully set forth herein.

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

<p>Commonwealth Edison Company ("ComEd")</p> <p>By: </p> <p>Name: <u>Scott Vogt</u></p> <p>Title: <u>VP Strategy & Energy Policy</u></p> <p>Date: <u>2-28-2025</u></p>	<p>Natural Resources Defense Council ("NRDC")</p> <p>By: <u>/s/ Kari Ross</u></p> <p>Name: <u>Kari Ross</u></p> <p>Title: <u>Midwest Energy Affordability Advocate</u></p> <p>Date: <u>February 27, 2025</u></p>
<p>City of Chicago ("City")</p> <p>By: <u>/s/ Dori Mc Donald</u></p> <p>Name: <u>Dori Mc Donald</u></p> <p>Title: <u>Chief Assistant Corporation Counsel</u></p> <p>Date: <u>February 27, 2025</u></p>	<p>Community Organizing and Family Issues ("COFI"), represented by the National Consumer Law Center</p> <p>By: <u>/s/ Karen L. Lusson</u></p> <p>Name: <u>Karen L. Lusson</u></p> <p>Title: <u>Senior Attorney, National Consumer Law Center</u></p> <p>Date: <u>February 27, 2025</u></p>

<p>People for Community Recovery (“PCR”)</p> <p>By: <u> /s/ Courtney Hanson </u></p> <p>Name: Courtney Hanson _____</p> <p>Title: Deputy Director _____</p> <p>Date: February 27, 2025 _____</p>	<p>ACES 4 Youth (“ACES”)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>Meadows Eastside Community Resource Organization</p> <p>By: <u> /s/ Sharon “Sy” Lewis </u></p> <p>Name: <u>Sharon “Sy” Lewis</u></p> <p>Title: <u>Founder Executive Director Meadows Eastside Community Resource Organization</u></p> <p>Date: <u>February 27, 2025</u></p>	<p>DarkSky Chicago (“DarkSky”)</p> <p>By: <u> /s/ Ken Walczak </u></p> <p>Name: <u> Ken Walczak </u></p> <p>Title: <u>DarkSky International Board Member</u></p> <p>Date: <u>February 27, 2025</u></p>

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

<p>Commonwealth Edison Company ("ComEd")</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Natural Resources Defense Council ("NRDC")</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>City of Chicago ("City")</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Community Organizing and Family Issues ("COFI")</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>People for Community Recovery ("PCR")</p> <p>By: _____</p>	<p>ACES 4 Youth ("ACES")</p> <p>By: <u>GREGORY NORRIS</u></p>

Name: _____ Title: _____ Date: _____	Name: <u>Gregory Harold</u> Title: <u>Ex. Dir</u> Date: <u>FEB 27, 2025</u>
Meadows Eastside Community Resource Organization By: _____ Name: _____ Title: _____ Date: _____	DarkSky Chicago ("DarkSky") By: _____ Name: _____ Title: _____ Date: _____

**COMMONWEALTH EDISON COMPANY
 2026-2029 ENERGY EFFICIENCY & DEMAND RESPONSE PLAN (PLAN 7)
 STIPULATION AGREEMENT**

Exhibit A: MDI Metrics & Reporting

Category	Metric	Frequency
Participant Engagement	<ul style="list-style-type: none"> - # of cohorts - # of participants per cohort - # of participants who participate in multiple cohort opportunities - # completions 	Semi-Annual
Training and Outcomes Workforce Placement	<ul style="list-style-type: none"> - # of graduates - # and type of certification(s) earned - # and type of advanced training courses completed - # and type of a-la-carte trainings offered - # and type of digital training courses offered - # of newcomer participants placed post On-the-Job-Training ("OJT") - Retention rate for those placed at minimum at the 1-year mark 	Semi-Annual Semi-Annual
Economic Impact	<ul style="list-style-type: none"> - Aggregate cost of training - direct costs post enrollment (includes costs for trainers, facilities, materials, meals, stipends, and wraparound services) - Type of wraparound services offered - Total cost of wraparound services 	Annual
Equity and Inclusion	<ul style="list-style-type: none"> - Demographic information of participants (newcomer) or businesses (skilled) - Heat map of ComEd territory with a dotted view of participant/business locations served through MDI - Breakdown of participants by diverse makeup % - same type of data as what's provided in the ComEd quarterly report - # of focus groups held and group "type" (i.e., CBO, small business, etc.) 	Semi-Annual

Category	Metric	Frequency
Participant Satisfaction	<ul style="list-style-type: none"> - Results of pre-program surveys (currently exists - focused on current EE level of knowledge) - Results of mid-program surveys (currently exists - focused on instructor quality, support services provided/needed, presenter quality and other general concerns or areas for program improvement) - Results of post-program surveys (currently exists- focused on overall satisfaction of program effectiveness) 	Semi-Annual
Partnership Impact	<ul style="list-style-type: none"> - Participant testimonials/ case studies / successes taken from triannual reports 	Annual

**COMMONWEALTH EDISON COMPANY
2026-2029 ENERGY EFFICIENCY & DEMAND RESPONSE PLAN (PLAN 7)
STIPULATION AGREEMENT**

Exhibit B: Additional Terms

The Parties agree that the Commonwealth Edison Company 2026-2029 Energy Efficiency and Demand Response Plan (“Plan”) Stipulation Agreement (“Stipulation”) will be governed by the following terms and conditions set forth in paragraphs A through N:

- A. The Parties shall not challenge, oppose or raise claims inconsistent with this Stipulation in the proceeding before the Illinois Commerce Commission (“ICC” or “Commission”) to approve Commonwealth Edison Company’s Plan (the “Proceeding”) pursuant to subsections (f) and (g) of Section 8-103B of the Public Utilities Act (“PUA”) or in any collateral attack thereof or any appeal therefrom before any court, regulatory agency or other forum. The Parties shall mutually defend the Stipulation in its entirety from and after the Stipulation execution date.
- B. 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 Plan pursuant to subsections (f) and (g) of Section 8-103B of the PUA 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 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 ComEd.
- C. 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 paragraphs (G) and (H) 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 (E) below to address such provision or to confirm the continued effectiveness of the remaining provisions of the Stipulation.
- D. The Parties agree that the Stipulation, in its totality, is the result of compromise.
- E. No amendment or waiver of any provision of this Stipulation, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by all of the Parties. Any such waiver shall be effective only in the specific instance and for the specific purpose for which given.

- F. This Stipulation shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any disputes among the Parties regarding the enforcement of this Stipulation shall be resolved through the commencement of appropriate action before the Illinois Commerce Commission, and Illinois courts as provided under Article X of the Public Utilities Act.
- G. This Stipulation is entered to narrow certain 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 (G) 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.
- H. With the exception of the Proceeding initiated to review and approve the Plan pursuant to subsections (f) and (g) of Section 8-103B of the PUA and any appeal therefrom, this Stipulation shall not have any precedential value in any other proceedings before the ICC, courts, other administrative bodies or any legislative bodies. This paragraph (H) 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.
- I. 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, the Parties shall meet to discuss what action, if any, should be taken.
- J. 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.
- K. 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.
- L. 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.

- M. This Stipulation shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- N. 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.