

**COMMONWEALTH EDISON COMPANY
REVISED 2022-2025 ENERGY EFFICIENCY & DEMAND RESPONSE PLAN
(REVISED PLAN 6)**

**REVISED STIPULATION AGREEMENT
FEBRUARY 28, 2022**

I. INTRODUCTION

On June 24, 2021, the Illinois Commerce Commission (“Commission” or “ICC”) approved Commonwealth Edison Company’s (“ComEd” or “Company”), 2022-2025 Energy Efficiency and Demand Response Plan (“Plan 6”) and companion Stipulation Agreement. On September 15, 2021, Public Act (“PA”) 102-0662 became law. Included in its amendments are material revisions to the State’s energy efficiency (“EE”) framework set forth in Section 8-103B of the Public Utilities Act (“PUA” or “Act”), which governs Plan 6.

To incorporate the applicable changes PA 102-0662 made to Section 8-103B, ComEd, the Staff of the Illinois Commerce Commission (“Staff”), the Citizens Utility Board (“CUB”), Environmental Law and Policy Center (“ELPC”), the Natural Resources Defense Council (“NRDC”), the People of the State of Illinois, by Kwame Raoul, Attorney General (“AG”), the City of Chicago (“City”), Community Organizing and Family Issues (“COFI”), by its attorney, National Consumer Law Center (“NCLC”), ACES 4 Youth (“ACES”), and People for Community Recovery (“PCR”) (each referred to herein as a “Party”, and collectively as the “Parties”) have entered into this revised stipulation agreement (“Revised Stipulation Agreement” or “Revised Stipulation”) in an effort to reach consensus on the substance and terms of ComEd’s Revised Energy Efficiency and Demand Response Plan for 2022-2025 (“Revised Plan” or “Revised Plan 6”), and in order to minimize the time, expense, and uncertainty of litigation in the forthcoming proceeding to be filed on or around March 1, 2022, to approve the Revised Plan.

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

II. GENERAL TERMS AND DEFINITIONS

- A) This Revised Stipulation Agreement, when fully executed and accepted, will constitute a valid settlement agreement enforceable among the Parties.
- B) The Company’s proposed Revised Plan has been the subject of lengthy negotiations among the Parties with the goal of reaching consensus on the changes required to implement applicable amendments to Section 8-103B of the PUA as set forth in PA 102-0662.
- C) This Revised Stipulation is intended to memorialize that each and all of the signatory Parties are in agreement that the Company’s Revised Plan satisfies, subject to the Parties’ final review of the Company’s filed Revised Plan and

accompanying exhibits, the applicable requirements of Sections 8-103B of the Act and, therefore, should be approved by the Commission. In addition, this Revised Stipulation memorializes the compromise between 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 Revised Stipulation is not specifically memorialized in the filed Revised Plan, ComEd agrees that it will implement the Revised Plan consistent with the terms of this Revised Stipulation. Compromise by any Party on any particular issue set forth in this Revised Stipulation or in the Revised 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 Revised Stipulation. Nothing in this Revised Stipulation is intended to establish, nor shall it establish, a binding legal interpretation of any statutory provision.

- D) This Revised 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. 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 Revised Stipulation.
- E) It is the Parties' intent that, upon Commission approval, this Revised Stipulation and Revised Plan 6 shall supersede and replace the original Stipulation Agreement and Plan 6 previously approved by the Commission on June 24, 2021. On the date that the Commission approves this Revised Stipulation and Revised Plan 6, the previously approved Stipulation and Plan 6 shall terminate and cease to have force or effect.
- F) For purposes of this Revised Stipulation:
 - 1) "A/C" means air conditioning.
 - 2) "AMI" means Area Median Income.
 - 3) "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.
 - 4) "CAA" means Community Action Agency.
 - 5) "CARE" means ComEd CARE programs.
 - 6) "CBO" means community-based organization.
 - 7) "Commission" means the Illinois Commerce Commission.
 - 8) "Committee" or "LIEEAC" means the Low-Income Energy Efficiency Accountability Committee, referred to in Section 8-103B(c) of the PUA.
 - 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-TRM” means the Illinois Statewide Technical Reference Manual for Energy Efficiency.
- 23) “Leadership Committee” refers to the statewide leadership committee of the LIEEAC composed of community-based organizations that are representative of BIPOC and environmental justice communities and that includes equitable representation from BIPOC communities. .
- 24)“LIHEAP” means the Low Income Home Energy Assistance Program.
- 25)“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.
- 26)“MDI” means market development initiative.
- 27)“MWBE” means a minority-owned or women-owned business enterprise, as defined herein.
- 28)“NEIs” means non-energy impacts.
- 29)“Nicor” means Northern Illinois Gas Company d/b/a Nicor Gas Company (Nicor Gas).
- 30)“NTG” means Net-to-Gross.
- 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 6” refers to the ComEd Energy Efficiency and Demand Response Plan for 2022-2025 approved by the Commission on June 24, 2021, in Docket No. 21-0155.
- 36)“Plan Period” or “Plan 6 Period” refers to January 1, 2022 through December 31, 2025.
- 37)“PUA” means the Public Utilities Act.
- 38)“R&D” means ComEd’s research and development program.

- 39)“Regional Subcommittee Leadership” is defined as the Community-Based Organizations on the LIEEAC Statewide Leadership Committee in a particular electric utility’s service territory.
- 40)“Revised Plan” or “Revised Plan 6” refers to the ComEd Revised Energy Efficiency and Demand Response Plan for 2022-2025.
- 41)“SAG” means the Illinois Energy Efficiency Stakeholder Advisory Group.
- 42)“TRC” means the Total Resource Cost test.
- 43)“Tier 1 vendor” means a vendor with a direct contractual relationship with ComEd, commonly referred to as a “prime contractor.”
- 44)“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.”
- 45)“VBE” means a veteran-owned business enterprise that is at least 51% owned, operated and controlled by one or more veterans.
- 46)“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) Revised Plan 6 is designed to achieve Section 8-103B of the PUA’s applicable statutory savings goals within the budgets established by Section 8-103B(m) for the applicable four-year period.
- B) The Parties agree that ComEd’s Revised Plan 6, inclusive of the compromise positions memorialized in this Revised Stipulation, meets the requirements of Section 8-103B, including but not limited to Section 8-103B(g), and should be approved by the Commission.

IV. PROGRAM-LEVEL TERMS

A) *Income Eligible (“IE”)*

- 1) Budget
 - a) ComEd will spend a minimum of \$100 million per year, on average over the four-year Plan Period, on IE customers, excluding allocated overhead but including IE R&D, public housing efforts, and health and

safety (“H&S”). See Table 1 below for programs and program elements that qualify toward this commitment.¹

Table 1: ComEd IE Program Element/Delivery Channel Categorization Table

Program Element/Channel	IE	Dedicated IE	Whole Building Weatherization IE	Whole Building Weatherization IE – MF
Single-Family Upgrades – IE	X	X	X	
Multifamily Upgrades – IE	X	X	X	X
Multifamily Upgrades – Public Housing	X	X	X	X
Electrification – IE	X	X	X	X ²
New Construction – IE	X	X	X	
Product Distribution – Food Bank Distribution	X	X		
Product Distribution – IE Kits	X	X		
Retail/Online – IE	X			
Single-Family Upgrades – IE Home Energy Assessment	X			
Product Distribution – IE Elementary Education Kits	X			
Sector General – IE	X			
IE R&D	X			
Budget Commitment (millions) ³	\$100	\$81	\$69	\$32

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 \$69 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

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.

² Only the multifamily portion of Electrification – IE counts toward the Whole Building Weatherization IE – MF commitment.

³ ComEd also commits to a budget for H&S investments equal to 15% of the combined budget for Single Family Upgrades – IE, Multifamily Upgrades – IE, Multifamily Upgrades – Public Housing, and Electrification – IE.

reallocated within IE whole building weatherization programs. See Table 1 above for programs and program elements that qualify toward this commitment.

- 2) *Multi-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 \$32 million per year, on average over the four-year Plan Period, on IE multi-family whole building weatherization programs. See Table 1 above for programs and program elements that qualify toward this commitment.
- 3) ComEd may need to adjust its \$100 million total IE budget, \$69 million whole building budget, and/or \$32 million multi-family whole building budget, as a result of unanticipated changes in its coordination with the gas utilities, in an amount commensurate with those changes. ComEd agrees to consult with interested Parties and to use best efforts to reach consensus, with interested Parties on the magnitude of any proposed change in IE spending that ComEd believes its collaboration with the gas utilities necessitates, including sharing of workpapers or calculations supporting the level of reduction in IE spending ComEd intends to make. Parties agree that their consensus will not be unreasonably withheld. In no event shall the reduction be to an average annual IE spend of less than \$97 million, an average annual whole building spend of less than \$66 million, or an average annual multi-family whole building spend of less than \$30.5 million.

2) Measures

- a) 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, and/or opportunities for heat pumps or electrification. ComEd will support the early replacements of those measures in the IHWAP braided program. In Q2 2022, ComEd and the Parties will meet to discuss the definition of "emergency" and "health and safety needs" in this instance.
- b) ComEd will design its multi-family heat pump retrofits efforts – for displacing electric resistance heat – to target at least \$1.1 million in 2022, \$2.1 million in 2023, and \$3.2 million in 2024, and in 2025, to target \$4.3 million and no less than 1000 units. This could be done through R&D if appropriate, for some or all of the four-year period. ComEd commits to work with NRDC and other interested stakeholders

to assess potential refinements to program design (technology options, ways to reduce cost, etc.).

- c) ComEd will prioritize its IE R&D spending during the Plan 6 Period for initiatives focused on assessment and/or delivery of comprehensive measures.

3) Joint IE Programs

ComEd will comprehensively serve (i.e., address electric and gas measures) customers through its IE whole building retrofit programs. ComEd currently has in place agreement(s) to jointly deliver or fund these programs with Peoples/North Shore and Nicor (at least until gas funding becomes constrained). ComEd will retain the flexibility it needs to meet its overarching IE spend commitments, as outlined in Section II.A.1. ComEd commits to:

- a) Ensuring eligible gas and electric efficiency measures are identified and installed in all homes/buildings treated; and
- b) Ensuring that contracting and/or other systems are in place to ensure individual multifamily building owners will not be recruited or marketed to by more than one of ComEd's implementation contractors.

As part of the joint commitment, ComEd agrees to the following:

- c) For non-IHWAP braided Utility Only and Utility-Only CAA IE single-family offerings, 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:
 - 1) sell net lifecycle⁴ therms to gas utilities at the average cost per net lifecycle therm⁵ that ComEd is forecast to incur each year through its own non-CAA IE single family program; and
 - 2) purchase net lifecycle kWh from gas utilities at the average cost per net lifecycle kWh that ComEd is forecast to incur through its own non-CAA IE single family program. ComEd may, at its discretion, limit the amount of kWh savings it purchases within a given program year to no more than \$0.25 million, per gas utility, above levels forecast by each gas utility for its IE single family program, with such forecasts

⁴ Lifecycle savings equal the total amount of savings produced over the life of the measure, after accounting for any baseline shifts, savings degradation and/or other adjustments.

⁵ Average cost per unit of lifecycle savings equals total cost associated with generating the savings (i.e., program costs, including implementation and incentive costs, but not portfolio level costs), divided by lifecycle savings.

to be provided to ComEd at least 90 days prior to the start of the program year.

- d) For non-IHWAP braided Utility Only and Utility-Only CAA IE multi-family programs, 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:
 - 1) sell net lifecycle⁶ therms to gas utilities at the average cost per net lifecycle therm⁷ that ComEd is forecast to incur each year through its own non-CAA IE multi-family program; and
 - 2) purchase net lifecycle kWh from gas utilities at the average cost per net lifecycle kWh that ComEd is forecast to incur each year through its own non-CAA IE multi-family program. ComEd may, at its discretion, limit the amount of kWh savings it purchases within a given program year to no more than \$0.25 million, per gas utility, above levels forecast by each gas utility for its IE multi-family program, with such forecasts to be provided to ComEd at least 90 days prior to the start of the program year.

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

- e) Reach agreement on joint processes, including exploring opportunities for joint enrollment forms; and
- f) Reach agreement on a common set of electric and gas measures offered and reporting to SAG.

ComEd will continue providing reporting details on joint delivery in its ICC-filed Quarterly Reports.

4) Health & Safety

ComEd agrees to the following IE H&S provisions:

- a) Annually budgeting for a health and safety fund of at least 15% of the total IE whole building programs weatherization budget, as defined and described in footnote 3 above (\$8.6 million in 2022, \$10.0 million in 2023, \$11.0 million in 2024, and \$11.9 million in 2025).

⁶ See note 4 *supra*.

⁷ See note 5 *supra*.

- b) Splitting H&S costs for services provided through the IHWAP braided program. 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 the braided projects. Of that utility portion, ComEd will fund 50% of the utility portion for jointly funded projects and 100% of the utility portion when ComEd is the only funding utility.
 - c) For utility-only IE single-family and multifamily programs, investing in building improvements to the extent necessary to both address health and safety concerns and enable weatherization work. ComEd commits to meet with the Parties, the Committee, and other interested stakeholders in the second quarter of 2022 to discuss any possible changes to H&S implementation practices for utility-only IE single-family and multifamily retrofit programs, and implement recommendations from the Committee and non-financially interested stakeholders from these discussions whenever practicable.
 - d) A commitment to analyze and leverage external sources of funding H&S improvements (i.e., healthy homes initiative).
- 5) EE + Illinois Solar for All Program

The Company 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, the Illinois Solar for All Program, and weatherization whenever practicable.

6) EE and Financial Assistance

a) *Customer Engagement*: ComEd commits to:

- 1) Provide relevant IE EE program information to its customers at appropriate customer assistance "touch points", including follow up with customers who have received financial assistance⁸ with information about relevant IE EE offerings.

⁸ For purposes of this Revised Stipulation Agreement, "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.

- 2) Provide relevant financial assistance information, including information about ComEd assistance grant programs, to its customers at appropriate energy efficiency program, particularly at IE EE program, “touch points.”
 - 3) Develop and distribute literature for IE customers, which contains information about financial assistance and energy efficiency programs for which they may be eligible. The literature will be printed in both English and Spanish.
 - 4) Provide online resources that provide IE customers with comprehensive information about financial assistance and energy efficiency programs for which they may be eligible.
 - 5) Work with stakeholders to develop progress metrics for ICC-filed Quarterly Reports in the second quarter of 2022 and present progress on energy efficiency and financial assistance efforts described above at a joint Committee and SAG meeting.
- b) *Mapping of Assistance Needs and Targeting Delivery of Weatherization Services:* During the Plan 6 Period, ComEd will collect a variety of data for purposes of mapping areas of financial assistance needs and targeting energy efficiency and weatherization efforts. Data will be reported quarterly in the ICC-filed Quarterly Report and updates on targeting efforts will be provided in the ICC-filed Quarterly Report, and at least annually at joint SAG and Committee meetings, with commitment to seek input from interested stakeholders.
 - c) *Evaluation of Customer Engagement and Targeted Energy Efficiency Delivery Efforts:* ComEd will direct its independent evaluator to perform one or more process evaluations of the *Customer Engagement* and *Mapping of Assistance Needs and Targeting Delivery of Weatherization Services* efforts described above during the Plan 6 Period and will share results at a joint SAG and Committee meeting.
 - d) *Pilot Connecting Customers with Payment Trouble to Energy Efficiency:* ComEd Energy Efficiency will work directly with relevant ComEd business units to create a pilot or program that recruits customers who are payment troubled (e.g., customers at risk of being disconnected; with high arrears) into its IE energy efficiency programs, with commitment to incorporate ideas and input from interested stakeholders on pilot design and modifications, as practicable. ComEd will direct its independent evaluator to perform an impact and a process evaluation of the pilot. ComEd will provide updates to the SAG and Committee in joint meetings on pilot progress and the evaluation results, and include updates in ICC-filed Quarterly Reports, as appropriate.

7) Bill Impacts

- a) ComEd will track bill impacts and reduced energy burden based on deemed savings across all IE customers, for each IE offering.
- b) ComEd will also pilot ways to track actual bill impacts and reduced energy burden for a portion of IE Single-Family and Multi-Family customers, which will be for the purpose of facilitating follow up with customers to determine if actual savings were in line with projections. This pilot initiative and its associated data are for research and development purposes, and parties acknowledge that the pilot results are not intended or designed to inform changes to the IL-TRM. However, to the extent the pilot results are relevant and applicable, nothing in this Revised Stipulation would preclude consideration of the results in shaping future evaluation activities. ComEd will provide updates on this pilot in its ICC-filed Quarterly Reports, including, but not limited to, an overall comparison of deemed savings projections with actual bill impacts broken out between Single Family and Multi-Family. ComEd will work with interested stakeholders at the SAG to define energy burden and discuss ideas for piloting the tracking of EE bill impacts and related reduced energy burden. The funds spent on the pilot(s) will be considered IE R&D funds.

8) Low Income Energy Efficiency Accountability Committee (“LIEEAC” or “Committee”) Facilitator Independence, Budget, and Process

- a) Section 8-103B(c) provides in part that “(t)he Illinois Commerce Commission shall oversee and have relevant staff participate in the committee”, that the committee shall have a budget of 0.25% of each utility’s entire efficiency portfolio funding for a given year, and that “(t)he budget shall be overseen by the Commission.” ComEd acknowledges that it will be an active participant in the LIEEAC, as required under Section 8-103B(c).
- b) ComEd acknowledges that Section 8-103B(c) permits the LIEEAC Statewide Leadership Committee to elect to use an independent facilitator who must be fair and responsive to the needs of all stakeholders involved in the LIEEAC.
- c) 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. ComEd shall hold the contract with the LIEEAC Facilitator for its respective region and will process invoices in accordance with the LIEEAC Facilitator’s scope of work. ComEd agrees to work with the SAG Policy Manual subcommittee and the LIEEAC to develop and implement protocols to ensure that LIEEAC Facilitator Independence is maintained

as part of Illinois Energy Efficiency Policy Manual (“Policy Manual”) Version 3.0 discussions. Until such time that the Commission approves the Policy Manual LIEEAC Facilitator Independence provisions, ComEd agrees to implement the following LIEEAC Facilitator Independence protocols, which supports the Commission’s oversight role:

- 1) ComEd 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, ComEd 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 by the Commission of provisions deemed confidential.
- 2) ComEd will include language in the independent LIEEAC Facilitator contract that provides that the Commission has the right to direct ComEd to terminate the LIEEAC Facilitator contract if the Commission determines the LIEEAC Facilitator was not abiding by the requirement in Section 8-103B(c) to be fair and responsive to the needs of all stakeholders involved in the Committee and/or was not acting independently.
- 3) If a party believes that the LIEEAC Facilitator is not acting independently and/or is not being fair and responsive to the needs of all stakeholders involved in the Committee, 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 ComEd to terminate the contract. The LIEEAC Facilitator contract with ComEd will automatically terminate upon a Commission finding that the contract should be terminated, after issuance of notice and hearing and an opportunity for ComEd, 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 PUA and the Commission’s rules shall apply.
- 4) In the event that a notice of termination or notice of default of the contract is issued, the issuer of the notice shall contemporaneously

provide a copy of such notice to the Commission in ICC Docket No. 19-0983.

- d) ComEd or the LIEEAC Facilitator, if under a contract that requires it, shall submit quarterly budget reports to Staff and ComEd (where applicable) to facilitate the Commission's budget oversight role. ComEd agrees that the entity that processes stipends and grants for the LIEEAC shall submit quarterly budget reports to Staff to facilitate the Commission's budget oversight role. ComEd agrees to establish a formal LIEEAC budget payment structure that is transparent, auditable, and consistent with the direction of the LIEEAC Statewide Leadership Committee. In addition to covering the costs of an independent facilitator, the LIEEAC budget allocations described in Section 8-103B(c) may also be used at the discretion of the LIEEAC Statewide Leadership Committee to pay for technical and legal expert(s) to support and advise the LIEEAC.
 - e) ComEd acknowledges that Section 8-103B imposes certain quarterly reporting obligations on ComEd relative to the operation of the Committee. ComEd agrees to include in the narrative section of each such quarterly report updates on all of the reporting requirements set forth in Section 8-103B(c) of the PUA, and including new approaches or changes to program approaches adopted by ComEd pursuant to the recommendations of the LIEEAC. ComEd also agrees to attach the LIEEAC's quarterly budget report to ComEd's quarterly report filed with the Commission.
 - f) Within its Revised Plan 6 budget, ComEd will annually budget 0.25% of its entire efficiency portfolio funding for a given year for the Committee, from which Committee costs, such as ComEd's share of the facilitator contract and stipends, will be paid. This will be approximately \$1.06 million in 2022, \$1.04 million in 2023, \$1.06 million in 2024, and \$1.08 million in 2025.
 - g) The Parties agree that ComEd's efforts outlined in this Revised Stipulation satisfy ComEd's statutory requirements in Section 8-103B(c) to "participate in a low-income energy efficiency accountability committee to directly inform the design, implementation, and evaluation of the low-income and public-housing energy efficiency programs."
- 9) Weatherization Principles/Requirements
- a) IHWAP-Braided Programs
ComEd will:
 - 1) 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.

- 2) 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. ComEd will report to the SAG on this commitment prior to the establishment of a new annual CAA budget.
- 3) Ensure that ComEd contributes its portion of the 50% funding allocated to utilities 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). More specifically, IHWAP funding will constitute 50% and the remaining 50% will be split between the utilities funding the braided projects. Of that utility portion, ComEd will fund its allocated portion for jointly funded projects based on the cost allocations between the utilities and 100% of the utility portion when ComEd is the only funding utility. ComEd may claim 100% of the savings achieved through all efficiency measure installations, excluding those energy savings funded and allocated to the gas utilities.
- 4) Pursue 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. Such support from ComEd may include technical training and equipment.
- 5) ComEd commits to make an annual contribution to the Illinois Department of Commerce and Economic Opportunity ("DCEO") for IHWAP workforce training during the Plan 6 Period.

b) Utility-Only Programs: Comprehensiveness and Program Design

ComEd will:

- 1) Ensure IE programs and investments are in support of pursuing comprehensive, whole-building weatherization projects.
- 2) Ensure there are mechanisms in place to lead customers starting 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.

- 3) Create a single-point of contact (including, but not limited to, use of a common online portal) for multifamily building owners to access the multifamily weatherization program, working with other utilities, community action agencies or community-based organizations, to the extent those agencies engage in multifamily work.
- 4) Ensure that all services address both gas and 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 (both electric and gas), including all residential units and common areas.
- 5) 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).
- 6) Create for its website a separate page describing all ComEd-funded IE EE opportunities.

c) Utility-Only Programs: Equity and Eligibility

- 1) The Parties agree that income eligible, single family customers and tenants who receive weatherization services through ComEd's 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 On-Bill Financing and Equitable Energy Update Program ("EEUP" or "PAYS") financing should not be offered to single family customers and tenants 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 or PAYS 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.
- 2) 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.

- 3) 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).
- 4) 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.
- 5) Subject to applicable laws, 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.

d) Utility-Only Programs: Contracting

ComEd will:

- 1) 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.
- 2) Rely on competitive bidding, maximize the use of CAAs/CBOs, and work to increase opportunities for expanded diversity in contractors and contractor employees.

e) Utility-Only Programs: Workforce

ComEd will work with DCEO to leverage State and federal workforce development program dollars, such as those offered through the Workforce Innovation and Opportunity Act, and efficiently and cost-effectively deliver a diverse workforce initiative.

f) Utility-Only Program: Measure Specific

ComEd will:

- 1) 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.
- 2) Consider the following criteria before installing smart thermostats:
 - a. The appropriate brand and type of thermostat based on the availability of broadband wi-fi in the home;
 - b. Customer interest after smart thermostat functionality has been explained;
 - c. Whether the customer is housebound; and
 - d. Technical issue that would significantly increase labor costs associated with thermostat installations.
- 3) Provide the following information to customers receiving smart thermostats:
 - a. Oral and written operating instructions; and
 - b. A phone number to call for assistance on the use of the product
- 4) For all IE customers, fully fund:
 - a. All Plan programs offering low cost direct install measures such as light bulbs and low flow devices;
 - b. All eligible insulation; air sealing; and duct sealing, insulation and measures; and
 - c. All of the following HVAC measures offered under the Plan (but not limited to these measures):
 - 1) Single-family heat pumps to displace existing electric resistance, natural gas, propane, and/or other heating fuel sources;
 - 2) Single-family heat pump water heaters to replace standard electric resistance, natural gas, propane, and/or other water heating fuel sources;
 - 3) Single-family and multi-family window A/C replacements;

- 4) Single-family furnace fans with ECM motors to replace inefficient fans (if full furnace not being replaced);
 - 5) Single-family and multi-family smart thermostats; and
 - 6) 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).
- d. Electric dryers and induction stoves, where appropriate, to replace fossil-fuel-fired equipment.

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

- 5) Heat pumps to displace existing electric resistance, natural gas, propane, and/or other heating fuel sources;
- 6) Heat pump water heaters to replace standard electric resistance, natural gas, propane, and/or other water heating fuel sources;
- 7) Furnace fans with ECM motors to replace inefficient fans (if full furnace not being replaced – see (8) immediately below);
- 8) Gas furnace, gas boiler, gas water heater and/or central air conditioner; and
- 9) Electric dryers and induction stoves, where appropriate, to replace fossil-fuel-fired equipment.

B) Residential (Non-IE)

- 1) Joint non- IE single family and multifamily weatherization– ComEd will make best efforts to reach agreement with Nicor, North Shore and Peoples to create, promote and support investment in building envelope improvements in non- IE homes. If ComEd and the applicable gas utility are unable to reach an agreement for joint or coordinated delivery, at a minimum ComEd will agree to:
 - a) purchase net lifecycle kWh from any applicable gas utility non- IE weatherization program (if the gas utility should introduce and manage its own program) at the average cost per net lifecycle kWh that ComEd is forecast to incur each year, for its entire efficiency program portfolio. ComEd may, at its discretion, limit the amount of kWh savings it purchases within a given program year to no more than \$250,000, per gas utility, above levels forecast by each gas utility for its non- IE

residential weatherization programs, with such forecasts to be provided to ComEd at least 90 days prior to the start of the program year.

- b) The above commitments are contingent on gas utilities making a similar commitment in their own plans or in a settlement agreement on their own plans.
- 2) Joint smart thermostat offering – ComEd has an agreement with Nicor, North Shore and Peoples to offer a single incentive for smart thermostats that is jointly funded by the electric and gas utilities for shared customers (at least until gas funding becomes constrained, at which time ComEd fund 100% of the incentive).
- 3) Demand Response – In light of ComEd’s experience in Plan 5 and to maximize available funding, ComEd will meet its demand response goals through its Residential and IE EE programs.

C) Business Programs

- 1) ComEd will meet periodically with the NRDC and any other interested SAG participants to provide updates on progress in and discuss refinements in strategy for accelerating adoption of networked lighting controls, luminaire level lighting controls and other related measures. Such meetings will be at least quarterly in 2022 and at least bi-annually from 2023 through 2025.
- 2) ComEd will pilot offering comprehensive studies (fully funded by ComEd) to large public sector customers (e.g., city, county, state and federal agencies, public universities, water reclamation districts) to inventory cost-effective opportunities for efficiency and electrification improvements across those customers’ portfolio of buildings/facilities, as well as related strategic plans for the customers to make identified improvements over a multi-year period. ComEd will develop a plan for implementing the pilot by April 1, 2022 and shall meet with any interested SAG participants to discuss and update those SAG participants on its pilot implementation plans.
- 3) ComEd commits to closely monitoring whether incentive levels for Public Sector measures and programs, which are defined in Section 8-103B(c) of the Act and in the Revised Plan, are sufficient, in order to determine whether incentives need to be increased to meet the Revised Plan’s savings goals. ComEd will track and report its incentive monitoring on a quarterly basis as a component of its ICC-filed Quarterly Reports. If ComEd is not on track to meet Public Sector spending requirements and savings goals as of June 30, 2022, then the Parties will discuss program adjustments, including incentive level increases, at that time. Beginning with the second calendar year of ComEd’s Revised Plan (i.e., 2023), ComEd will include in its ICC-filed Annual Reports, additional performance data, including but not limited to the geographic distribution of Public Sector customers participating in

incentive programs and the types of program measures utilized by Public Sector customers. This additional data will be reviewed and discussed at least once each calendar year in 2022 through 2025 with the City of Chicago and other interested stakeholders to inform consideration of possible future program adjustments.

- 4) ComEd will collaborate with Peoples Gas and North Shore Gas on utility sharing public sector project leads.

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 electrification and energy efficiency initiatives and how to coordinate and integrate those initiatives with ComEd's electrification and energy efficiency programs. ComEd shall meet with interested stakeholders and the aforementioned governmental entities as opportunities to collaborate and commits to work in good faith to reach consensus on how to leverage budgets.

E) *Third-Party Programs*

The Parties acknowledge that the Third Party RFP process has been completed consistent with the previously approved Plan 6 and Stipulation, and the Parties further agree that ComEd's Revised Plan 6 and this Revised Stipulation satisfies the Third-Party Program RFP approval requirements in Section 8-103B(g)(4) of the PUA. Other new, innovative ideas can continue to be submitted for consideration through ComEd's existing R&D submission process during the Plan 6 period. ComEd commits to consult with non-financially interested SAG participants on solicitation and selections.

F) *R&D Terms*

- 1) ComEd will collaborate with NRDC and other interested stakeholders, through the Stakeholders Advisory Group Market Transformation Savings Working Group, in reviewing the potential for and merits of a Statewide and/or multi-state regional triple-glazed window market transformation pilot during the Plan 6 period.
- 2) ComEd will launch a market transformation initiative to promote the adoption of efficiency performance standards for existing buildings in one or more municipalities in its service territory. ComEd will work with NRDC and other interested SAG participants in the design of the initiative.
- 3) Verified savings from R&D projects may count toward ComEd's savings goal, at the discretion of ComEd. Not all R&D projects have to be evaluated.

G) On-Bill Financing & Equitable Energy Upgrade Program (EEUP)

- 1) ComEd commits to not actively market OBF to IE customers.
- 2) ComEd supports discussions at SAG about OBF and EEUP, with updates on the number of customers enrolled in each program and whether any of the customers are income-eligible.
- 3) In the context of designing the EEUP described in Section 16-111.10 of the PUA, ComEd and all of its implementers and subcontractors interacting with a customer shall make IE customers aware of free EE programs and bill payment assistance programs.
- 4) ComEd commits to exploring how to leverage EEUP for eligible non-IE customers to reduce upfront project costs, under ComEd's EE programs.
- 5) In an effort to identify and enable more timely resolution of disputes and reduce potential litigation costs, the Stipulating Parties agree to come together with other interested entities, as appropriate, prior to ComEd submitting its informational filing pursuant to Section 16-111.10(f) to discuss in good faith the EEUP Program design and potential implementation approaches for low-income customers, as defined under Section 8-103B of the PUA, to avoid unnecessarily financing EE measures for low-income customers pursuant to Section 16-111.10, in order to ensure that the commitments reached in 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:
 - a) How the EEUP Program financing will be marketed and/or communicated to ComEd customers, including to low-income customers eligible for zero-cost weatherization programs under the 2022 Plan;
 - b) What consumer protections will be put in place for income qualified customers;
 - c) Whether and how the EEUP Program can potentially be used, in conjunction with efficiency programs, to support business customer efficiency investments; and
 - d) Additional issues of concern that are raised by the undersigned Parties, as appropriate.
- 6) With respect to the EEUP Program, consistent with the statute, ComEd "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.” ComEd 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.

V. EVALUATION, MEASUREMENT, & VERIFICATION TERMS

A) *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 Technical Reference Manual.

B) *Net To Gross*

The Parties agree that they will engage in good faith efforts at SAG to identify policy mechanisms that could support enhanced investment in both (1) targeting of energy efficiency programs and services to economically challenged, historically under-served and diverse communities; and (2) the diversification of contractors and trade allies delivering energy 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 targeted communities than currently used for programs as a whole (system-wide).

C) *Cost-Effectiveness Analysis*

- 1) ComEd will timely file joint TRC and PACT results for all joint programs in its Revised Plan 6 docket.
- 2) ComEd agrees to present both TRC and PACT test ratios and net benefit results – for each program, sector and its portfolio as a whole - as part of its Revised Plan 6 filing.
- 3) As part of ComEd’s Revised Plan 6 filing and any ex post cost-effectiveness results reported for 2022-2025, ComEd agrees to present the TRC 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.
- 4) ComEd agrees to present portfolio TRC and PACT test results both with and without income qualified programs as part of its Revised Plan 6 filing and in the annual energy efficiency formula rate update proceeding dockets.

D) Reporting

Below is a list of reporting metrics for ComEd's Revised Plan 6 related to IE Multifamily and equity/affordability, that the Company agrees to begin reporting on in 2022. Separately, ComEd agrees to support for inclusion additional reporting metrics or topics in an updated version of the EE Policy Manual, and the Parties agree that negotiations regarding the final list of those additional reporting metrics or topics to be included in an updated Manual must be conducted through the SAG processes that address such updates.

1) IE Multi-Family Reporting Metrics

a) *Program Data* – ComEd commits to providing the following in its ICC-filed Quarterly Reports:

b) *Actuals (YTD)*

1) Participation – buildings by zip code and apartment units

2) Spending – incentives, non-incentives, total

3) Savings (1st year) – MWh, therms

c) *Measure Data/Comprehensiveness of Treatment* – ComEd commits to providing the following in its ICC-filed Annual Reports:

1) % of buildings that received different types of EE services:

a) Whole building assessments

b) Only DI measures

c) In-unit

d) One (1) or more major measures listed by type (e.g., building envelope measures – air sealing and insulation, HVAC equipment, and water heating equipment)

d) ComEd supports additional participation, measure, and comprehensive building treatment data to be discussed via SAG processes for inclusion in an updated EE Policy Manual, including a list of measures installed and the following totals provided for each measure, indicating which measures were installed in unit vs. common area.

1) Number installed (e.g., 535 of measure X, 1498 of measure Y, etc.)

2) Program savings – MWh and Therms (1st year)

3) Incentive \$ spent

2) Equity-Affordability Reporting Metrics

- a) ComEd commits to report on the following in its ICC-filed Annual Reports:
 - 1) Program participation, by zip code, with average income information
- b) ComEd supports the discussion of additional equity and affordability metrics at SAG for possible inclusion in an updated version of the EE Policy Manual.

3) EE Supplier Diversity

- a) ComEd commits to providing the following in its ICC-filed EE Quarterly Reports:
 - 1) Number or proportion of diverse vendors by category (i.e., MBE, WBE and VBE), as well as by primary contractors and subcontractors, and network service providers)
 - 2) Breakdown of diverse vendors by category (i.e., MBE, WBE and VBE)
 - 3) Percent of or amount of portfolio dollars (excluding pass-through incentives) for diverse spend, by category (i.e., MBE, WBE and VBE)
- b) ComEd supports the discussion of additional EE Supplier Diversity metrics at SAG for possible inclusion in an updated EE Policy Manual.

4) Health & Safety

- a) ComEd commits to annually providing the following Health & Safety-related metrics for IE Whole Building Retrofit Programs at joint SAG and Committee meetings, in 4th quarter quarterly SAG reports, and in ICC-filed Annual Reports.
 - 1) Number of properties assessed for the program (broken out by single-family and multifamily)
 - 2) Number of assessed properties that had identified H&S issues
 - 3) Break down of type of H&S issues identified and addressed
 - 4) Number of properties deferred because of health and safety issues and general trends in the type of related H&S issues (will also be provided in ICC-filed Quarterly Reports)

5) The percentage and/or dollar amount of the Health and Safety Fund that has been spent down (will also be provided in ICC-filed Quarterly Reports)

b) ComEd supports the discussion of additional health and safety metrics at SAG for possible inclusion in an updated EE Policy Manual

5) Other Reporting

ComEd will separate income eligible programs from market rate residential programs in reporting, and will ensure IE reporting includes a breakdown of IE single-family and IE multifamily.

ComEd will provide reporting, tracking, and evaluation for IE single family versus IE multifamily programs.

VI. THE ROLE AND RELATED DUTIES OF COMED'S INDEPENDENT EVALUATOR DURING ENERGY EFFICIENCY FORMULA RATE UPDATE PROCEEDINGS RELATED TO REVISED PLAN 6 (2022-2025)

A) 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.

B) 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:

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 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;

- 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 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;
 - 4) file testimony responding to an issue with the evaluation reports that is raised by a party in a given proceeding;
 - 5) be available to provide oral testimony at the evidentiary hearing in a given proceeding regarding its evaluation reports submitted in the proceeding;
 - 6) be represented by their own counsel (not ComEd's attorneys) in a given proceeding regarding its evaluation reports submitted in the proceeding; and
 - 7) 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.
- C) 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 Revised Plan 6 evaluation, measurement, and verification.
- D) 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 Revised Plan 6 EE FRU proceedings.

VII. SAVINGS GOALS

Weighted Average Measure Life: While ComEd retains the flexibility, as documented in Section 6.1 of the Illinois Energy Efficiency Policy Manual Version 2.0, to shift resources between programs and measures, ComEd agrees that it will not exercise this flexibility in a way that results in a portfolio weighted average measure life decrease greater than a 0.5 year lower than the filed Revised Plan that is the subject of this Revised Stipulation.

VIII. OTHER TERMS

A) *Marketing*

- 1) ComEd will continue its coordination of EE program marketing with other ComEd customer programs and tools (e.g., demand response, real-time pricing).

B) *EE Procurement & Market Development*

- 1) *Purpose:* 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.
- 2) *Contracting Practices:* 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 Revised 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.
- 3) *Market Development Initiative*
 - a) *MDI Design:* ComEd EE Department's Market Development Initiative ("MDI") during the Plan 6 Period will be designed to:

- 1) 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
 - 2) improve the diversity and inclusiveness of the ComEd EE Department's supplier and supplier workforce
- b) Research for MDI Development: The details of the MDI and implementation of related funding will be informed by research performed in 2021 by a Tier 1 contractor, with demonstrated experience in diverse market development efforts, to assess the number of ready, willing and able diverse firms within ComEd's service territory related to Revised Plan implementation and identify and assess options for addressing opportunities for ComEd to increase supplier and supplier workforce diversity in the implementation of its Revised Plan. ComEd will consult with the SAG or relevant SAG subcommittee, on this research, including the RFP⁹, vendor and scope, as well as the subsequent implementation plan.

Such research and assessment could include, but is not limited to:

- 1) Analyzing whether the ComEd EE Department's contracting with certified MWBEs, by diverse category, is proportional to number of identified ready, willing and able certified MWBEs within the ComEd service area.
- 2) Reviewing ComEd's energy efficiency portfolio implementation strategies and recommending procurement strategies that, when economically feasible and legally permissible, cost-effectively divide portfolio elements into smaller tasks or quantities to strive for maximum certified MWBE participation while also minimizing customer confusion and inconvenience.
- 3) Recommending supplier diversity goals for ComEd EE based on the results of the research.
- 4) Recommending strategies to support attainment of ComEd EE supplier diversity goals including, but not limited to, procurement strategies and other market development strategies.
- 5) Reviewing ComEd EE's general Requests for Proposals ("RFPs") and Invitation for Bid ("IFB") processes and evaluation guidelines to ensure that proposals from MWBEs are fairly considered.

⁹ ComEd will consult with non-financially interested parties at SAG on the development of this RFP.

- 6) Reviewing ComEd EE's vendor workforce diversity to assess alignment with goals and recommending modifications, as appropriate.
- 7) Reviewing any subsequent changes to the ComEd EE's existing MDI-related initiatives.

c) MDI Implementation

- 1) 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.
- 2) Implementer(s) will be selected through a competitive bid process and contracted with ComEd. The MDI will also be supported by internal ComEd staff.
- 3) 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.
- 4) 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.
- 5) MDI activities could include, but are not limited to:
 - a) *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.
 - b) *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.
 - c) *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.

d) **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.

d) *MDI Budget:* ComEd EE will spend, at a minimum, an annual average of \$4 million on MDI.

e) **MDI Evaluation and Reporting**

1) 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.

2) 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.

3) 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.

4) **EE Procurement**

a) ComEd EE Department commits to continue Plan procurement efforts throughout the four-year Plan Period to identify ready, willing, and able diverse firms offering relevant services in ComEd's service area as well as identify ongoing relevant opportunities to contract with these firms.

b) ComEd EE Department will competitively bid EE program implementation, MDI and EM&V initiatives for the Plan Period. Home Energy Reports are exempt from the competitive bid requirement.

C) Overhead Allocation

- 1) 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.
- 2) ComEd will limit its portfolio-level costs, excluding IE R&D, to an annual average of no more than \$38.5 million each year of the Revised Plan.

D) Recovery of Prudent and Reasonable Costs

Parties agree that recovery of costs incurred by ComEd, if any, in excess of the Commission-approved annual Revised Plan budget, will be subject to Commission review during the applicable energy efficiency formula rate update proceeding consistent with the provisions of Section 8-103B, including but not limited to Section 8-103B(m), as well as to any Commission order addressing the issue of the recovery of costs that exceed the annual Revised Plan budget, provided that such order does not conflict with, or is superseded by, PA 102-0662.

E) 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.

F) Energy Efficiency Electrification under Section 8-103B

- 1) Goals
 - a) ComEd will aim to spend a minimum of \$10 million per year, on average over the four-year Plan Period, on electrification of IE housing units. ComEd will design its IE electrification efforts to target at least \$1.6 million in 2022, \$8.5 million in 2023, \$12.7 million in 2024 and \$16.8 million in 2025. ComEd will aim to spend the majority of the funds on full electrification (space heating, water heating and other end uses).
 - b) These goals, which are based on forecasts and assumptions about the market for electrification, shall be revisited by Parties no later than January 2024 (see Section F.3).b below) and may be modified in light of

changed conditions or assumptions, including, but not limited to: (A) the number of IE customers for whom it would be possible to lower total annual energy bills is not large enough to enable goal achievement; (B) there is insufficient HVAC contractor capacity in its service territory to achieve the goals; and/or (C) supply chain or other market disruptions decrease the supply or increase the cost of HVAC or other equipment. Any such goal modifications should be made in consultation and consensus agreement with interested stakeholders.

2) Program Approaches

- a) ComEd will make best efforts for IE electrification savings to come from both multi-family and single-family homes.
- b) ComEd will only promote direct installation of IE electrification measures in applications for which all measure installations within each home are collectively expected to lower total energy bills. ComEd and the Parties agree to discuss, with the goal of reaching consensus, how assessments of the way electrification affects customers' total energy bills will be performed under Section 8-103B. Beginning March 1, 2022, all assessments of electrification impacts on customers' bills shall include:
 1. Current default retail prices for fossil gas and propane – including both volumetric charges and, whenever applicable, fixed monthly charges.
 2. 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.
 3. Efficiencies of existing (pre-treatment) fossil fuel heating, water heating and other appliances.
 4. Efficiencies of electrification measures.
 5. Forecasted impacts of weatherization measures also being installed.
- c) The Parties agree that one of the objectives of Section 8-103B's energy efficiency electrification initiatives is to reduce greenhouse gas emissions. The Parties further agree to work together, with the goal of achieving consensus, on how to assess and track greenhouse gas emissions impacts of ComEd's Section 8-103B energy efficiency electrification initiatives. Nothing in this subsection (c) 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.

- d) 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).
- e) 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).
- f) Upon completion of electrification, ComEd will assist customers in getting onto its (lower) electric heating rate.
- g) ComEd will endeavor to integrate installation of IE electrification measures into delivery of its existing IE whole building programs – single family retrofits, multi-family retrofits and new construction.
- h) ComEd will also explore additional, new delivery strategies for electrification measures, including but not limited to:
 - 1. A new community-based strategy to target communities with significant reliance on propane as a primary heating fuel.
 - 2. The target marketing of existing whole building retrofit programs to communities with significant reliance on propane.
 - 3. Co-funding – and therefore increasing the number of housing units to be treated through the City of Chicago’s newly budgeted initiatives to retrofit IE multi-family buildings with weatherization and electrification measures.
- i) When heat pumps, heat pump water heaters and/or electric stoves are installed to IE 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.
- j) When heat pumps are installed in concert with weatherization measures, the weatherization measures should be treated as electric efficiency measures (i.e., as if the baseline was the heat pump) for the purpose of estimating savings and counting such savings towards ComEd’s savings goals, subject to any modifications approved in the Policy Manual and/or TRM.

k) For utility-only IE programs (with the possible exception of some multifamily building owners) ComEd will not require customers to make a co-pay on electrification measures, including any required electric service upgrades and new electric end-use appliances, and removal and proper disposal of retired equipment.

3) Collaboration with Stakeholders

a) ComEd will initiate a series of meetings with interested stakeholders to discuss program design options. Such meetings will take place in 2022, with the goal of achieving consensus on program approaches for the balance of the four-year plan cycle by September 2022.

b) ComEd will meet with interested stakeholders at least twice a year in 2023, 2024 and 2025 to provide updates on IE program progress, discuss challenges and opportunities that have arisen and – as needed and appropriate – to make modifications to IE electrification program designs and/or goals.

c) In addition, ComEd agrees to engage with the IL EE Policy Manual SAG subcommittee early in 2022 on policies related to electrification, with a goal to have such policies incorporated into the Policy Manual and submitted to the Commission by December 2022.

d) 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 Revised Plan 6 budget, the Parties agree to discuss a methodology for ComEd to claim some level of electrification savings achieved through such building and industrial electrification program(s).

G) Potential Study

1) ComEd shall collaborate with non-financially interested stakeholders (the “Stakeholders”), the ICC Staff (“Staff”), and 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 Parties agree to support the following principles with regard to the Contractor and the Study.

2) The Contractor shall work collaboratively throughout the Study with the Program Administrators, Stakeholders, and Staff (collectively, “the Potential Study Parties”) to develop and adopt the detailed Study scope, including but not limited to the approach, methods, and data used. 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. Further, the Potential Study 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 Potential Study Parties in the development of final work products.

- 3) The Study shall address, at a minimum, electric customer-sited efficiency and electrification opportunities. In addition, ComEd shall engage with the 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 gas utilities agree to participate, the Study will also consider customer-sited gas efficiency opportunities.
- 4) Among other things, the Study shall separately quantify efficiency and electrification opportunities in Income Qualified (“IQ”) single-family homes and income qualified multi-family buildings. The Study shall be conducted and timed in a manner that would allow for the assessment of market potential for each service territory that could 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 2026-2030. The Study should take into account for each service territory the savings and objectives (and specifically related to IQ customers) from the 2021-2025 plan, expiring savings, statutory objectives, statutory budgets, and policy objectives and requirements. ComEd agrees to co-fund the Statewide Potential Study proportionally with the other participating Illinois utilities, as applicable.
- 5) Section 8-103B of the PUA directs that the Commission establish 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. ComEd 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 Illinois Energy Efficiency 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 Policy Manual, such provisions appearing in the Policy Manual will supersede the Potential Study Contractor Independence provisions in this Revised Stipulation. Until such time that the Commission approves the Policy Manual Potential Study Contractor Independence provisions, ComEd agrees to implement the following Potential Study Contractor Independence protocols:
 - a) With the exception of communications related solely to contractual or other administrative issues, all written communications between the

Contractor and the Program Administrator, Stakeholders and/or Staff shall be copied to the Program Administrator, Stakeholders and Staff.

- b) With the exception of any phone, webinar, or in-person meetings related solely to contractual or other administrative issues, 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.
- c) Any contract between the Program Administrator and the Contractor shall provide that:
 - 1) 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 weight and standing in all Study discussions and decisions, with the exception of contractual or administrative issues.
 - 2) 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.
 - 3) The Commission has the right to direct the Program Administrator to terminate the contract if the Commission determines the Contractor was not acting independently.
- d) The Program Administrator shall submit the final but not yet executed contract and SOW 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 SOW and describing its recommendations to the Commission. In addition, a Program Administrator will submit any fully executed contract and SOW 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 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.

- e) 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 PUA and the Commission's rules shall apply.
- f) 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.
- g) 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 Potential Study 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 PUA.
- h) 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.
- i) 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/.)

H) *Changes in Law*

To the extent that there are changes in applicable law that materially impact the implementation of ComEd's Revised Plan 6 or provisions of this Revised 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 Revised Stipulation and the four-year Revised Plan.

I) *Revised Plan 6 Workpapers*

ComEd agrees to timely provide the Parties with the workpapers (in their native file format) that support ComEd's Revised Plan, testimony, and exhibits.

J) *Docket Support*

The Parties agree to work in good faith to facilitate and support Commission approval of ComEd's Revised Plan on an expedited timeline. That commitment includes, at a minimum, ComEd's Revised Plan 6 Workpapers agreement reflected in paragraph (G) above, and the agreement of each Party, other than ICC Staff, to (i) refrain from serving data requests on ComEd, and (ii) if the Revised Plan is challenged or attacked by intervenor(s), support the Plan through the filing of rebuttal or surrebuttal testimony (either jointly or individually sponsored) on behalf of the Party and/or legal briefs. The Parties further commit to not challenge or attack ComEd's Revised Plan in other dockets. Nothing in this Revised Stipulation precludes a Party from challenging ComEd performance under the Revised Plan in an appropriate docket.

K) *Savings Attribution from Co-Funded EE & Electrification*

The Parties agree to discuss the framework for claiming savings from co-funded building and industrial electrification programs and from ComEd's role in helping state, municipal, and other public partners apply for and access federal and/or state funds for co-funded EE opportunities (e.g., Infrastructure Investment & Jobs Act) via the SAG Policy Manual subcommittee, to ensure this is addressed as part of Illinois Energy Efficiency Policy Manual Version 3.0.

IX. APPLICABLE LAW

The commitments reflected in this Revised 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 Revised Stipulation, the affected Party or Parties shall not be bound by the provision or commitment that conflicts with the law.

X. TERMS AND CONDITIONS

The Parties further agree that the Revised Stipulation will be governed by the terms and conditions set forth in Exhibit A to this Revised 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>PEOPLE OF THE STATE OF ILLINOIS Kwame Raoul, Attorney General</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>The Citizens Utility Board</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>Environmental Law & Policy Center</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Natural Resources Defense Council</p> <p> By: _____</p> <p>Name: <u>Laura Goldberg</u></p> <p>Title: <u>Midwest Director, Energy Equity & Affordability</u></p> <p>Date: <u>2/28/2022</u></p>

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

<p>PEOPLE OF THE STATE OF ILLINOIS Kwame Raoul, Attorney General</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>The Citizens Utility Board</p> <p>By: <u>Julie Soderna</u></p> <p>Name: <u>Julie Soderna</u></p> <p>Title: <u>General Counsel</u></p> <p>Date: <u>Feb. 28, 2022</u></p>
<p>Environmental Law & Policy Center</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Natural Resources Defense Council</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

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<p>Environmental Law & Policy Center</p> <p>By:  _____</p> <p>Name: <u>Robert Kelter</u></p> <p>Title: <u>Senior Attorney</u></p> <p>Date: <u>March 1, 2022</u></p>	<p>Natural Resources Defense Council</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

PEOPLE OF THE STATE OF ILLINOIS

Kwame Raoul, Attorney General

By: *Grant Snyder*

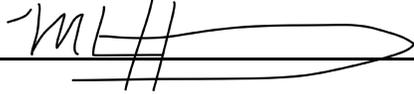
Name: Grant Snyder

Title: Assistant Attorney General

Date: February 28, 2022

<p>Staff of the Illinois Commerce Commission</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Commonwealth Edison Company</p> <p>By: <u>Denise A. Munoz</u></p> <p>Name: <u>Denise A. Munoz</u></p> <p>Title: <u>Director, Strategic Planning & Innovation</u></p> <p>Date: <u>February 28, 2022</u></p>
<p>National Consumer Law Center, on behalf of Community Organizing and Family Issues</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACES 4 Youth</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

Staff of the Illinois Commerce Commission

By: 

Name: Matthew L. Harvey

Title: Deputy General Counsel

Date: February 28, 2022

Commonwealth Edison Company

By: _____

Name: _____

Title: _____

Date: _____

National Consumer Law Center, on behalf of Community Organizing and Family Issues

By: _____

Name: _____

Title: _____

Date: _____

ACES 4 Youth

By: _____

Name: _____

Title: _____

Date: _____

<p>Staff of the Illinois Commerce Commission</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Commonwealth Edison Company</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>National Consumer Law Center, on behalf of Community Organizing and Family Issues</p> <p>By: <u>Karen L. Lussion</u></p> <p>Name: <u>Karen L. Lussion</u></p> <p>Title: <u>Staff Attorney</u></p> <p>Date: <u>2/28/2022</u></p>	<p>ACES 4 Youth</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

Staff of the Illinois Commerce Commission

By: _____

Name: _____

Title: _____

Date: _____

Commonwealth Edison Company

By: _____

Name: _____

Title: _____

Date: _____

National Consumer Law Center, on behalf of Community Organizing and Family Issues

By: _____

Name: _____

Title: _____

Date: _____

ACES 4 Youth

By: Gregory Morris

Name: GREGORY MORRIS
ACES 4 YOUTH

Title: EXECUTIVE DIRECTOR

Date: FEBRUARY 28, 2022

People for Community Recovery

By: Cheryl Johnson

Name: Cheryl Johnson

Title: Executive Director

Date: February 28, 2022

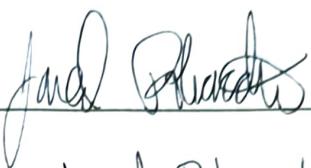
People for Community Recovery	City of Chicago
By: _____	By:  _____
Name: _____	Name: <u>Jared Pollicchio</u> _____
Title: _____	Title: <u>Deputy Director of Policy, City of Chicago</u> _____
Date: _____	Date: <u>February 28, 2022</u> _____

EXHIBIT A

The Parties agree that the Commonwealth Edison Company 2022-2025 Revised Energy Efficiency and Demand Response Plan (“Plan”) Revised 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.