

WHEREAS, the People of the State of Illinois (“AG”) intervened in this proceeding;

WHEREAS, the ~~Implementers~~Utilities~~utilities~~, ICC Staff, the National Resource Defense Council (“NRDC”), the Environmental Law and Policy Center (“ELPC”), ~~PC~~, the Citizens Utility Board (“CUB”) and the Illinois Attorney General’s Office (“AG”) (collectively referred to herein as the (“Stipulating Parties”)) have engaged the SAG process to complete a TRM for applicability in the Electric and Gas Energy Efficiency Programs for the program year beginning June 1st, 2012 (Plan Year 5 (Year 5 (“EPY5”)) for the electric efficiency programs (“EPY5”) and Plan Year 2 for the ~~the~~ Gas Program Year 2 (“GPY2”) for the gas efficiency programs (“GPY2”)) and for subsequent years as updates occur;

Formatted: Superscript

WHEREAS, the Stipulating Parties share an interest in resolving certain issues that have been raised during the development of the TRM; and

WHEREAS, the Stipulating Parties have reviewed the contents of the TRM, conferred about the matters in dispute and in good faith believe the ~~evidentiary~~TRM documentation record is full and complete in a manner necessary to enable to the Commission to make the findings hereupon agreed and stipulated.

NOW, therefore, the Stipulating Parties hereby stipulate and agree as follows:

TRM CONTENTS

1. The Stipulating Parties agree that the TRM is a prospective, forward looking document that provides the best possible estimates of the energy (kWh or therms) and capacity (kW) savings for energy efficiency measures that are expected to result from the ~~Implementers~~ utility efficiency programs in EPY5 and GPY2;
2. The Stipulating Parties agree that the TRM includes all of the prescriptive measures that the ~~Implementers~~utilities presently expect to implement during EPY5 and GPY2 and that the TRM provides for a process to add new measures and their values;
3. The Stipulating Parties agree that at any time the utility implements measures that are not contained in the TRM, it is subject to a retrospective application of evaluation results for that measure, and that new measures can be added per the collaborative process described within the TRM;
- 3.4. The Stipulating Parties agree that the TRM adequately documents and describes assumptions concerning baselines, loadshapes, peak definitions, weather, operating and maintenance costs (O&M) and interactive effects;
- 4.5. The Stipulating Parties agree that the TRM will be used for program reporting, savings verification, evaluation and planning as described in “Section 2. Using the TRM” of the TRM document;

Comment [MSB1]: ComEd cannot agree to this point as we expect to include additional prescriptive measures that were not able to be included in the TRM at this time, but we will have in our portfolio. As our settlement stipulation allows, we expect to submit this measures for deeming in PY5 and will introduce for inclusion in the first update of the TRM. I do not believe this point is required in the stipulation and recommend deleting.

Comment [MSB2]: ComEd cannot agree to this point for the same reason as the previous comment. I do not believe it is necessary to include in the stipulation and recommend that it be deleted.

Formatted: Font: Times New Roman, 12 pt

Formatted: Justified, Indent: Left: 0.5", Space After: 12 pt, No bullets or numbering

~~5.6.~~ The Stipulating Parties agree that the TRM provides adequate details and descriptions of how measure savings are calculated, how they are to be applied, and what options the ~~Implementers~~utilities have to customize the energy and capacity savings results;

~~6.7.~~ The Stipulating Parties agree that the Roles and Responsibilities as described in “Section 2.4 Stakeholder Roles and Responsibilities” of the TRM document adequately characterizes their present and future involvement in the SAG as it relates to ongoing TRM development and implementation;

~~7.8.~~ Other:

TRM DEVELOPMENT & UPDATE

~~8.9.~~ The Stipulating Parties agree that the TRM was developed collaboratively over the course of a six month period, during which the interested members of the SAG participated weekly in the development of every aspect of the TRM;

~~9.10.~~ The Stipulating Parties agree that the SAG collaborative process provided the stakeholders with full disclosure and visibility into the development process and that each stakeholder was given ample opportunity to provide their input to the TRM;

~~10.11.~~ The Stipulating Parties agree that the TRM will be continually updated through the SAG process as new or improved information becomes available from evaluations and other credible sources, and that all such updates shall apply to the forthcoming Program Year unless the SAG determines that the update is of sufficient magnitude and importance that it should be applied to the current Program Year. In this event, a revised TRM will be provided as an informational filing to the Commission;

~~11.12.~~ The Stipulating Parties agree that the TRM will be filed with the Commission annually as ~~a~~ joint informational filing on the part of the SAG participants, including a redline version that denotes any updates that have occurred since the previous informational filing;

13. The Stipulating Parties agree that the TRM will be maintained and updated by the TRM Administrator, whose role is to maintain and update the TRM, act as an independent technical resource to the SAG, and act as an independent facilitator of the TRM update process within the SAG as described in Section 2.4 of the TRM;

~~12. Other:~~

TRM IMPLEMENTATION

~~13.14.~~ The Stipulating Parties agree that, barring any major errors or new information, the prescriptive energy and capacity savings estimates in this TRM will be applied for implementation and reporting purposes for EPY5 and GPY2 and each subsequent year as

the TRM is updated.

14.15. The Stipulating Parties agree that the TRM is technology specific and program neutral so that the Implementers may make use of the measures within the TRM in any of its existing or future programs as they may change from time to time;

16. The Stipulating Parties agree that Illinois utility program evaluation results will be the prime source of data used in the TRM;

17. The Stipulating Parties agree that evaluators of Illinois utility programs will utilize the TRM for determining annual savings. Evaluators will also determine proposed revised savings for values that exist in the TRM as their budgets and workplans allow. Evaluators will also determine values for all measure missing from the TRM and apply those values retrospectively to determine annual savings.

15. Other:

IMPLEMENTER DISCRETION

16.18. The Stipulating Parties agree that, consistent with Commission Orders, the Implementers utilities may add, delete or modify measures that appear in the TRM within their own tracking systems, provided that such the Implementer-utility believes that such changes more accurately reflect the energy and capacity savings that are expected to result from the efficiency programs and/or measure(s) within its service territory, and that this discretion is subject to a retrospective application of evaluations results and that the utility requirement is to provide justification for any such changes in their annual report and bring the change to the SAG for inclusion in the TRM update process;

17.19. Other:

UNRESOLVED ISSUES WITHIN THE TRM

18.20. Process Open Issues

19.21. Commercial Measure Open Issues

20.22. Residential Measure Open Issues

Comment [MSB3]: I'm unclear what is trying to be said in this point.

Comment [MSB4]: I'm not comfortable with this statement -- I don't believe one year of Illinois results should take precedent over what is happening nationwide. I believe the IL data is important, but the TRM administrator has to have the ability to decide when the IL data warrants being the primary source of data.

Formatted: Font: Times New Roman, 12 pt, Font color: Text 1

Formatted: Justified, Indent: Left: 0.5", Space After: 12 pt, No bullets or numbering

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt, Font color: Text 1

Formatted: Font: Times New Roman, 12 pt, Font color: Text 1

Formatted: Font: Times New Roman, 12 pt, Font color: Text 1

Comment [MSB5]: I don't think this statement is required, but as written, ComEd cannot agree to it as we will have additional deemed values.

Formatted: Font: Times New Roman, 12 pt

Comment [RKB6]: Similar to #3 in the TRM Contents Section, ComEd disagrees in general with submitting to retrospective adjustments for adjusted values as being contrary to the findings in its most recent plan order.

21-23. The IPA neither supports nor objects to this Stipulation.

Dated: _____, 2012

AMEREN ILLINOIS COMPANY By: _____ Name: _____	ComEd By: _____ Name: _____
NICOR GAS By: _____ Name: _____	PEOPLES GAS LIGHT AND COKE By: _____ Name: _____
DCEO By: _____ Name: _____	NORTHSHORE GAS By: _____ Name: _____
THE PEOPLE OF THE STATE OF ILLINOIS By: _____ Name: _____	THE CITIZENS UTILITY BOARD By: _____ Name: _____
<u>OTHER PARTY</u> NRDC By: _____ Name: _____	<u>OTHER PARTY</u> ELPC By: _____ Name: _____

--	--

DRAFT

