

**Ameren Illinois Company d/b/a Ameren Illinois
2022-2025 Energy Efficiency and Demand Response Plan
Settlement Stipulation and Agreement
February 26, 2021**

I. Prefatory Statements and Agreements

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

This Stipulation involves and applies to the Ameren Illinois Energy Efficiency and Demand Response Plan for the calendar years 2022 through 2025 (the “2022 Plan”). The 2022 Plan will be filed with the Illinois Commerce Commission (the “Commission”) on or before March 1, 2021 pursuant to Sections 8-103B and 8-104 of the Public Utilities Act (the “Act”), 220 ILCS 5/8-103B; 8-104. The 2022 Plan has been the subject of significant analysis and lengthy discussions among the Parties, which has resulted in consensus on the provisions contained in this Stipulation as they relate to the portfolio of energy efficiency programs to be implemented by Ameren for the period from January 1, 2022 through December 31, 2025.

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

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

I. Plan Stipulations

A. Overview

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

B. Portfolio Level Stipulations

1. Integrated Dual Fuel Portfolio:

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

2. Electric and Gas Budgets:

The Parties agree that Section 8-103B(m) and Section 8-104(d) sets forth the planning budgets to be used for the 2022 Plan, and that Table 1 below and Appendices A and D of the 2022 Plan accurately identifies the planning budgets to be used to develop and approve the 2022 Plan in a manner consistent with Section 8-104(d) and Section 8-103B(m), subject to adjustments made for the final list of customers who are exempted from subsections (a)-(j) of Section 8-103B (“Exempt Customers”). The Parties further agree that Ameren Illinois has used a planning assumption for purposes of calculating the impact of the Exempt Customers, as defined by Section 8-103B(l), on the electric budgets and, to the extent the final calculation of electric budgets differ from the planning assumption because of updates to reflect more accurate information regarding the impact of Exempt Customers, Ameren Illinois will make a compliance filing, in the docket in which the 2022 Plan was approved, within 60 days after the close of the December 2021 billing period, with an updated Appendix A reflecting the final electric budgets.

Table 1: Budgets

Budget	2022	2023	2024	2025	4 Year Total
Electric	\$ 106,322,431	\$ 106,322,431	\$ 106,322,431	\$ 106,322,431	\$ 425,289,724
Gas	\$ 16,295,291	\$ 16,433,133	\$ 16,624,870	\$ 16,701,258	\$ 66,054,552

The Parties agree that, to the extent any changes to the final calculation to be made to account for the Exempt Customers under Section 8-103B(l) results in a change to the available planning budgets calculated pursuant to Section 8-103B(m), Ameren Illinois will adjust program and/or other

non-program budgets, other than the budget for the Income Qualified Initiative, to account for the change.

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

3. Energy Savings Goals:

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

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

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

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

In accordance with these steps, Ameren Illinois agrees that it will manage its 2022 Plan to achieve at least the CPAS goal set by the Commission for Plan Year 2021 (i.e., 2,542,522 MWH) plus the incremental increase in CPAS for Plan Years 2022-2025, as set forth in Section 8-103B(b-15), as

modified by subsection (b-20) of that Section.¹ The resulting CPAS goals for Plan Years 2022-2025 are reflected in Table 2 and Appendix B.

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

Table 2: Electric CPAS

Goal	2022	2023	2024	2025
CPAS Savings Goal (MWh)	2,803,967	3,053,843	3,306,523	3,556,399

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

Table 3: Electric AAIG

Goal	2022	2023	2024	2025	4 Year Total
Annual Incremental Goal (MWh)	261,445	249,877	252,680	249,877	1,013,877

The Parties further agree that Ameren Illinois has used a planning assumption for purposes of calculating the impact of the Exempt Customers, as defined by Section 8-103B(l), on the CPAS goals and, to the extent the final calculation of CPAS differs from the planning assumption because of updates to reflect more accurate information regarding the impact of Exempt Customers, Ameren Illinois will make a compliance filing, in the docket in which the 2022 Plan was approved, within 60 days after the close of the December 2021 billing period, with an updated Appendix B reflecting the final CPAS and AAIG calculations. The Parties agree that the compliance filing made by Ameren Illinois reflecting the CPAS goals and AAIG for each calendar year of the 2022 Plan, calculated using the final calculation of Exempt Customer sales, will become the Commission-approved CPAS and AAIG goals for the Plan.

Gas Savings Goals:

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

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

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

Table 4: Gas Savings Goals

Goal	2022	2023	2024	2025	4 Year Total
Gas Goal (Therms)	3,528,479	3,627,670	3,705,421	3,775,709	14,637,280

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

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

4. Demand Response Reduction Goal:

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

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

5. Voltage Optimization:

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

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

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

6. Total Resource Cost Test and Program Administrator Cost Test

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

The Company will also report joint total resource cost test ("TRC") and Program Administrator Cost Test ("PACT") results (including both benefit-cost ratios and net present value of benefits, costs and

net benefits) for each program and its portfolio as part of its Plan filing and any ex-post cost effectiveness reporting. TRC and PACT results will include electric and gas savings where applicable. The Company agrees to present TRC and PACT results both with and without non-energy impacts (“NEIs”), when available, and will include NEIs specified within the Illinois Technical Reference Manual (“IL-TRM”) in both sets of calculations. Finally, the Company agrees to present portfolio TRC and PACT test results both with and without the Income Qualified initiative.

II. Program Level Stipulations

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

A. Residential Program Stipulations

The Parties agree that they have reviewed or have been presented the opportunity to review the residential program and initiatives to be included in the 2022 Plan, including proposed budgets, assumptions and underlying data, and agree the proposed program should be approved.³

1. Income Qualified Initiative:

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

- a. A combined gas and electric IQ Initiative planning budget of an annual average of \$30 million (excluding Research & Development (“R&D”) or any other portfolio-level costs).
- b. A combined gas and electric IQ multifamily (“MF”) channel planning budget of an average of \$5.5 million per year over the 2022-2025 period.
- c. Ameren Illinois will make best efforts to identify opportunities for retrofitting of heat pumps to displace inefficient electric resistance heat in IQ MF buildings and will budget at least \$1.5 million on such heat pump installations in IQ MF buildings in 2022, at least \$2.3 million in 2023, at least \$3.1 million in 2024 and at least \$4.0 million in 2025, as reflected in the AIC batch files.
- d. As reflected in the batch files, a combined gas and electric budget that reflects at least an annual average of 80% of the IQ planned budget to be allocated to the following IQ channels: CAA, Single Family, and Multifamily

³ Pursuant to 8-103B(c) the Company may consider program implementation and design recommendations for inclusion throughout the 2022-2025 plan cycle that are made by the Low Income Advisory Committee (LIAC). However, if Ameren desires to adopt any recommendations that conflict with the Stipulation, Ameren must reach consensus with the Signing Parties in order to modify the Stipulation. Any topics in this stipulation that are identified to be discussed with the SAG, or Stakeholders, that relate to low income customers, may also be discussed with the LIAC to provide balanced input from community based organizations, and community action agencies.

that could be implemented during comprehensive whole building projects. The channels, as more fully explained in Appendix H of the 2022 Plan.

- e. Measures offered through the IQ initiative, whether those measures will be offered as part of a weatherization project or otherwise, shall be provided without co-pays to low-income customers as the term “low-income customers” is defined as household income at or below 200% Federal Poverty Level (“FPL”) or at or below 80% Area Median Income (“AMI”), whichever is least restrictive in terms of customer eligibility. Ameren commits to work with stakeholders to develop options for qualifying and marketing to single family households as eligible for no cost installation of all efficiency measures. Such options may be based on specific percentages of FPL or other metrics. Absent an agreement with stakeholders regarding appropriate single-family proxies for the low income threshold of 80% of AMI (existing proxies in the Policy Manual for multi-family buildings shall apply for multi-family eligibility), the Company shall base low income eligibility of all efficiency measures at no cost to the customer as defined here.
- f. Subject to applicable laws, Ameren will continue its practice of not requiring customers seeking to participate, or continuing to participate, in an Ameren-offered energy efficiency program to demonstrate, or otherwise provide evidence or documentation of, United States citizenship.
- g. Include the offering of incentives of up to the full cost for air sealing and insulation upgrades in IQ MF buildings that have a payback of 20 years or less.
- h. A continuation of data analysis to assist with identifying households with electric resistance heating that could be offered incentives for the installation of heat pumps (either ductless or ducted, as appropriate) to serve as the primary heating system.
- i. A commitment to streamline the customer experience in an effort to deliver comprehensive projects in an efficient manner while still allowing the process to include the engagement of our community partners, where practical.
- j. A commitment to implement a one-stop shop design for IQ MF, which includes treating MF buildings in a single, one-stop approach that endeavors to address the gas and electric needs of the entire building, including all residential units, common areas, and any commercial space that may exist, while minimizing burden on the customer, building owner or property manager. A one-stop shop should also provide building owners access to integrated program services through a single point of contact. The one-stop shop process should pair with deep whole building work and substantial incentives. Ameren will share progress on one-stop shop approach via SAG and IQ Committees, and relevant reporting, as appropriate. This one-stop design shall be ready for implementation on January 1, 2022.
- k. A commitment to design and host a separate page or website equivalent on the Ameren Illinois Savings website within 90 days of the start of the 2022 program year, which will address both single family and multi-family IQ EE opportunities.

- I. With respect to MF IQ data, Ameren Illinois agrees to make best efforts to provide the following data to the SAG, on a quarterly basis:
 - 1. Regarding program data: (1) participation - including (A) number of IQ MF buildings in which efficiency measures were installed and number of apartments in those treated buildings, by zip code; (B) number of IQ MF buildings in which major measures (building envelop and/or HVAC mechanicals) were installed and number of apartments in those treated buildings, by zip code; (2) IQ MF spending – including incentives, non-incentives, total; and (3) IQ MF savings.
- m. Starting in 2022, parties agree to host MF workshops, twice per year, to outline data gathering consistent with the topics below. AIC will work with stakeholders to establish an appropriate data sharing review and process. Parties agree to assess the schedule/frequency and need for continued MF workshops. Regarding comprehensiveness of treatment of efficiency opportunities within MF buildings:
 - a. % of buildings/projects (and number of apartments within those buildings) served YTD that received whole building assessments
 - b. % of buildings/projects and apartments served YTD that received only DI measures
 - c. % of buildings/projects and apartments YTD that only received in-unit measures
 - d. % of buildings/project and apartments YTD that received only common-area measures
 - e. % of buildings/projects and apartments served YTD that got recommendation to install at least one major measure
 - f. % of buildings/projects and apartments that got recommendation for major measures 12-24 months ago that followed through and installed at least one recommended major measure, if possible
 - g. % of buildings/projects and apartments that got recommendation for major measures 0-12 months ago that followed through and installed at least one recommended major measure, if possible
- n. With respect to IQ MF data, Ameren also commits to discussions with interested Stakeholders and other utilities in the state through the SAG regarding additional performance and related metrics which would merit tracking and reporting, and to addressing such additional metrics in an update to the Policy Manual, with a goal that it be submitted to the Commission, by Commission Staff, by December 1, 2022.
- o. For non-IHWAP-braided IQ programs, the Company commits to fund health and safety improvements necessary to install insulation and other major measures, up to a maximum of \$2500 per single family low income home, \$1,250/home for single family moderate income home⁴ and the lesser of \$300 per multi-family apartment or 50% of total multi-family project cost,

⁴ Moderate income customers are those whose incomes are higher than the low-income threshold defined in Section II.A.1.e of this stipulation (i.e., greater than both 200% FPL and 80% AMI up to 300% FPL).

with a maximum total budget for health and safety improvements of \$3 million annually. Ameren will track and report to the SAG annually on:

1. the number of buildings it does not weatherize because of health and safety concerns that could not be addressed within its H&S spending caps;
 2. The number of SF homes and MF buildings and apartment units receiving H&S investment to allow weatherization;
 3. Type and frequency of H&S issues observed in the field; and
 4. Type and frequency of H&S investments made.
- p. The Company also will communicate with IQ SF and MF program implementers to gain a better understanding of what air sealing and insulation materials are currently being used in IQ retrofits so that an informed discussion on any options for using healthier materials can be had by the LIAC and SAG, along with a report-out on the top 3 materials program allies report are being used in low-income retrofits for: insulation, caulks/sealants (all applications except HVAC/ ducts), and caulks/sealants (for HVAC/ ducts).
- q. A commitment to continue to use a workflow to determine when it is appropriate for utility-only weatherization contractors to install advanced thermostats and educate customers on the use of advanced thermostats.
- r. A commitment to continue its current process of reviewing applications and invoices from program allies in continued effort to prevent residents being charged for a weatherization quote.
- s. The Company will also analyze and, at its discretion, leverage external sources of funding health and safety improvements for program participants.

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

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

- a. A commitment to engage and work with Community Action Agencies (“CAA”) to foster a greater understanding of agency capacity and increased home weatherization capacity to be delivered through the CAA channel, including in the development and establishment of annual implementation budgets. This engagement will include a plan to increase treated homes served year over year over the course of the 2022 Plan through IHWAP braiding that reflects agency resources and capacity.
- b. A commitment to coordinate activities across the agencies operating within its service territory (estimated at over 20) when practicable. Ameren Illinois plans to deploy an implementation strategy that reflects a centralized approach, recognizing that each CAA potentially operates in a unique manner, including but not limited to their approaches to forecasting energy savings, planning for the program, staffing the program, managing operational budgets, and allocating state and federal funding for budgets.
- c. A commitment to the funding of CAAs in a manner consistent with the current IHWAP braiding agreement between Ameren Illinois and the Department of Commerce and Economic Opportunity (“DCEO”), except

that for the 2022 Plan the IHWAP braiding agreement will include the funding of mechanicals other than central air conditioners. Specifically, the program will split costs for heat pumps to displace electric resistance heat, heat pump water heaters to displace electric resistance water heaters, furnace fans, furnaces, gas water heaters, boilers and window A/C units. Notwithstanding this commitment, Ameren will use best efforts to meet, confer and reach consensus agreement with DCEO and the CAAs (consistent with its centralized approach) as to which measures beyond the direct install and building envelope measures currently funded through a 50/50 allocation, shall be incorporated in the IHWAP braiding agreement.

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

B. Business Program

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

1. Standard

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

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

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

C. Third Party Programs

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

Pursuant to 8-103B(g)(4), through the RFP, Ameren Illinois will seek to identify programs that deliver innovative cost effective savings/measures, including to market rate, Income Qualified and to previously underserved sectors, markets, and/or geographic regions, and with new or emerging technologies in an amount that is no less than \$8.35 million. The RFP will also request a focus on delivering new program concepts for planned initiatives including but not limited to some of those which are currently categorized in the 2022 Plan as breakthrough equipment and devices/R&D (but not the Market Development Initiative).

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

D. Market Development Initiative

1) Market Development Initiative Objective:

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

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

(i) Deliver energy efficiency education and projects for communities with the most critical need to reduce energy consumption and costs, using data driven approach to target investment to such communities;

(ii) Increase the number of local and diverse participants in the energy efficiency workforce throughout the Ameren Illinois service territory; and

(iii) Strengthen the partnership and support for local and diverse business enterprises, to support contracting at all levels, building upon the proven strategies and with insights from external sources with proven track record of impact on communities in the Ameren Illinois service territory.

2) Implementation:

a) Portions of implementation of the MDI will, to the extent practicable, be contracted to a third-party implementation contractor through a competitive bidding process that has demonstrated experience in diverse market development efforts. This opportunity may be an independent Tier 1 contractor, who can recommend strategies to increase diverse and equitable hiring and contracting throughout the Ameren service territory. The MDI will also be supported by internal Ameren staff. The implementation contractor will work with Ameren Illinois to develop

- a Market Development Action Plan based on the elements in subsections b, d-g, and j of this Section II.D.2.
- b) Ameren commits to work with interested stakeholders to identify any data or information gaps related to identifying diverse potential bidders and achieving the goal of increasing diverse bidders and Ameren-contracted entities which additional research in its service territory could productively help fill, as well as on the design of research to address such data and/or information needs. Ameren further commits to discussing such work through a new SAG subcommittee.
 - c) The cost associated with MDI implementation will be included in the utility's four-year research and development budget and will be of a sufficient amount to achieve the goals and objectives of the MDI. The MDI shall have a planning budget of \$3.2 million, on an average annual basis, during the four-year Plan.
 - d) A commitment to continue the refinement and use of innovative, data-driven approaches to assess the effectiveness of both Ameren's efficiency programs and its MDI in achieving the MDI goals described in Section II.D.a of this Stipulation, as well as opportunities for improving the effectiveness of the MDI.
 - e) An increased workforce development focus on education to K-12 school age children to provide energy efficiency career education and training, as well as practical energy efficiency knowledge.
 - f) A commitment to continue providing energy efficiency opportunities to customers in an equitable manner, including identifying underserved customers and providing resources available to help lower utility bills, by collaborating with community partners throughout its service territory via the MDI, providing interested stakeholders, including the Parties, a demonstration of the Champaign County Regional Planning Commission ("CCRPC") tool and host twice a year workshops to review and discuss program activity data in the CCRPC tool, with room for feedback on how the tool is designed and used. Ameren also commits to using this tool and other methods, when possible, to report on EE participation data by zip code or census tract disaggregated by program and service territory, to help illustrate the demographics of program participants across the Company's service territory. Additional metrics around equitable participation will be discussed and considered via the SAG and in an update to the Policy Manual to be filed with the Commission, by Commission Staff, by December 1, 2022.
 - g) A commitment to develop and implement a Market Development Action Plan ("MDAP") reporting process, as well as discussion of refinement of implementation details through a new MDI-SAG subcommittee. This should include the development of an MDAP reporting section in the Company's annual/fourth quarterly report filed each year in the 2022 Plan approval docket, which section to provide data on implementation contractor and trade ally diversity, achievement of goals, as well as data on contracting with CBOs, non-profits and serving Empower Communities with energy efficiency programs. This data should include details on what programs/parts of the portfolio are being supported by these diverse implementation contractors and trade allies and if the implementer is a primary, sub, or sub-sub-contractor.
 - h) A commitment to discuss additional equity and affordability reporting metrics with interested stakeholders around energy burden, energy affordability, procedural equity, bill impacts, and other identified areas via the SAG, with the goal that it be included in an update to the Policy Manual to be submitted to the Commission by December 1, 2022.
 - i) Ameren commits to work with other Illinois utilities to identify areas in which efficiencies and cooperation can be achieved to the benefit of customers and ensure best practices are followed in achieving the goals identified in Section II.D.1.a of this Stipulation.

- j) A commitment to continue to implement efforts related to market development, bill assistance, procedural equity, and helping trade allies and other EE partners to identify additional sources of funding, when practicable.
 - k) A commitment to use a competitive procurement process to hire a contractor with experience and expertise with energy efficiency, and advancing social equity goals to assess the effectiveness of different elements of Ameren's MDI. The purpose of the assessment would be to (A) identify ways in which the initiative is performing well and making progress towards achieving the MDI goals; (B) identify any areas in which there may be room for improvement; and (C) provide actionable recommendations for improvement. A report documenting the assessment will be shared with interested stakeholders and other utilities through a new SAG subcommittee. Such an assessment will take place twice during the next four-year plan cycle, once in late 2022 and again in Fall 2024.
- 3) Procurement Equality:
Ameren will:
- a) Continue procurement efforts to identify ready, willing, and able diverse firms offering services in the Ameren Illinois service area as well as identify ongoing opportunities to contract with these firms. Ameren Illinois has increased its procurement with diverse vendors for its Demand Side Management ("DSM") program more than tenfold during the 2018-2021 portfolio cycle. Ameren Illinois will continue to build upon that progress to further increase the program spend with diverse vendors and report about progress quarterly to the SAG, and continue to identify qualified potential bidders, both from within and outside the energy efficiency industry. This will involve determining the types of businesses with the appropriate capabilities to deliver goods and services and matching them with contracting opportunities.
 - b) Continue conducting outreach to educate identified potential bidders about opportunities in the energy efficiency space, which may involve but is not limited to offering workshops, webinars, seminars, and/or other educational opportunities.
- 4) Procurement Support:
- a) Continue to provide and expand efforts, as practicable, with diverse-owned business enterprises,⁵ community-based organizations, and not-for-profits, with financial and technical support, and expanded educational opportunities, to assist them in developing the capabilities necessary to compete. This may include the provision of training, training grants for wrap-around services such as transportation, stipends for childcare and lodging, software and equipment grant, and other tools as needed to develop the necessary skills and capabilities to compete effectively. Training programs will be designed to introduce underrepresented groups to the job market and when possible lead to gainful employment.
 - b) Provide a liaison support channel, independent of higher-tier implementers that a subcontracting business reports to, so that the business can express concerns or grievances related to the contractual work being performed.
 - c) Continue to periodically review and analyze utility requirements for goods and services with a view toward increasing the availability of work which falls within the performance capabilities of small minority business firms. If this work is contracted out then Ameren Illinois should make best efforts to contract directly with a diverse firm for this work.
 - d) AIC will continue to review technical and performance requirements, as well as Requests for Proposals ("RFPs") and Invitation for Bid ("IFB") to enable non-traditional bidders, new and/or marginally capitalized businesses, not-for-profits and CBOs to compete effectively when

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

practicable. Ameren shall consult with the Diverse Hiring and Transparent Procurement subcommittee on issues related to these efforts.

5) Program Reporting:

- a) AIC shall report to the ICC in the quarterly reports filed in the 2022 Plan approval docket on the progress of the MDI. This will include a summary of diverse spend, by diverse category, as well as planned and implemented outreach, education, and other market development activities for the remaining calendar year. The Company specifically agrees to track and report the use of diverse vendors and trade allies, broken down by diverse category, with this list to be refined as appropriate through discussions with stakeholders and other utilities as part of a new SAG subcommittee process and ultimately included in an update to the Policy Manual, if needed.
- b) The Company will use best efforts to leverage the services and financial assistance of the United States Small Business Administration, the Illinois Office of Minority Economic Empowerment, the Department of Commerce and Economic Opportunity ("DCEO") programs, community colleges and other resources identified as promoting the interest of small and minority businesses in order to maximize the resources available to participants in the MDI.

6) Policy

- a) The Parties agree that they will engage in good faith efforts to identify policy mechanisms that could support enhanced investment in both (1) targeting of efficiency programs and services to economically challenged, historically under-served and diverse communities; and (2) the diversification of contractors and trade allies delivering efficiency programs and services. Such policy mechanisms may include, but would not be limited to the potential to adopt higher net to gross (NTG) assumptions for, delivery of programs by community based organizations, community action agencies, or in targeted communities than currently used for programs as a whole (system-wide). Such efforts shall include other utilities and interested stakeholders through the new SAG subcommittee focused on equity and be documented in updates to the Policy Manual by December 1, 2022.
- 7) The Parties agree to work together through a SAG process to identify ways in which the effect of Ameren's and other utilities' efficiency programs on energy burdens and energy affordability can be enhanced while still meeting other statutory and policy objectives.

E. South Low-Income Advisory Committee (LIAC)

1. Ameren Illinois agrees that LIAC leadership will be open to all interested committee members and can rotate as determined appropriate by the membership, with CBO leadership and input on the LIAC leadership committee given significant weight.
2. Ameren Illinois will work with the LIAC and LIAC leadership to outline a meeting structure, accessibility and priorities annually within a Committee Plan. The Committee Plan will be drafted and provided to the committee for input, review and comment from all committee members.
3. Ameren Illinois commits to reporting LIAC activity by including an update within the quarterly report provided to the SAG. An annual activity summary, reporting how input from the LIAC has led to new approaches and changes in their energy efficiency portfolios will be provided

with the 4th quarter report to the SAG. These updates will also be shared and discussed with the LIAC directly. If Ameren desires to adopt any recommendations that conflict with the Stipulation, Ameren must reach consensus with the Signing Parties in order to modify the Stipulation.

4. Ameren Illinois will continue providing stipends for LIAC and the LIAC leadership committee member participation. Ameren commits to reviewing and refining stipend eligibility, if necessary, amounts, and processes with the LIAC and LIAC leadership, including considering and addressing any barriers and issues with the current processes. Any new or refined approaches shall be collaboratively decided on with Committee leadership team, prioritizing CBO member leadership input, and provided for review and input by the Committee members.
5. Ameren Illinois will commit to collaboration between the North and South LIAC when necessary, as determined by the LIAC membership and/or leadership, understanding committee service territory differences, the needs of which are unique.
6. Ameren Illinois commits to coordination with the LIAC and the SAG, as follows:
 - a) The LIAC Committees shall coordinate and have collaborative meetings as appropriate with the broader Illinois SAG.
 - b) The timing of the Income Qualified-focused sections of SAG meetings and any relevant materials should be clearly communicated in agendas and emails in advance.
 - c) Coordination with the SAG will occur recognizing that critical perspectives and expertise on these IQ topics lies with the organizations in the downstate communities that work directly with end use IQ customers in the downstate communities. And the LIAC will prioritize the input, recommendations and feedback of the downstate CBOs.

III. Additional Stipulations

A. Docket Support

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

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

B. On-bill Financing

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

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

C. Customer Communication Coordination

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

- a. The Company will continue and expand coordination between EE, Customer Service and Credit/Collections so that customer interactions include information about Energy Efficiency, when practicable. These efforts may include, but not be limited to, targeted training for customer service representatives about energy efficiency resources for payment troubled customers, as well as training on how to connect interested customers and customers for whom participation in Energy Efficiency programs may prove beneficial to efficiency program offerings through, among other ways, connecting with a Home Efficiency Specialist, or other approaches, as appropriate.
- b. The Company will also endeavor to enhance the efforts of the Ameren Illinois cross functional customer assistance team to continue the goal to find ways to address extreme financial hardship being experienced by customers. For example, without limitation, the cross functional customer assistance team could deploy a streamlined website for customers to find resources in one place, including financial assistance programs, payment options, contact information for customer service and a link to the EE resource page. Additionally, energy efficiency program partners (Community Action Agencies, Community relations team, and the EE outreach team) will be provided, as appropriate, with training and materials that provide energy burdened customers who participate in the IQ EE programs with resources for available payment assistance programs.
- c. The Company will continue and expand its efforts to follow up with customers who have applied for energy assistance to connect them with the Income Qualified energy efficiency offerings.
- d. The Company will agree to report in its quarterly report filed in the 2022 Plan approval docket about activity undertaken to facilitate this customer communication coordination and commit to further discussion of any reporting metrics/effectiveness of coordination efforts with parties and any interested stakeholders in a SAG subcommittee and, to the extent it is of interest, the LIAC.
- e. The Company will designate an EE department contact for collaboration with the Illinois Solar for All program and to work to develop cross-referral programs and coordination between the EE program and the Illinois Solar for All program. Provided however, Ameren Illinois will not be required to provide customer data and such collaboration is consistent with Ameren's policy for data security and best practices for protecting customer data, should customers choose to provide data to the Illinois Solar for All program.
- f. The Company will continue to coordinate delivery of its whole building retrofit IQ programs with Nicor Gas where they have overlapping service

territories. AIC will provide status reports on joint delivery no less than twice a year, through a quarterly report filed in the 2022 Plan approval docket.

D. Stakeholder Advisory Group Commitments

The Parties agree to expeditiously and collaboratively undertake in good faith discussions as part of the SAG process both (1) assessment and quantification of the energy savings achieved through market effects; and (2) options for adjustments to the timing of market research for net to gross (NTG) values during the 2022 Plan cycle so that portfolio resources dedicated to NTG research may be directed to other activities.

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

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

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

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

The Parties agree to use best efforts to participate in the EMV procedures in Section 10 of the Policy Manual in an effort to reach more timely resolution of disputes and reduce litigation costs, and the Parties agree to support requests to classify the Company's independent evaluator as a "non-party participant" as defined at 83 Ill. Admin. Code § 200.40, on the expressed condition that testimony and other information submitted by the independent evaluator will be subject to all due process procedure protections applicable to testimony filed by a witness offered by a party including, but not limited to, cross-examination and discovery under the Commission's Rules of Practice. The Company shall make a request that the Commission classify the independent evaluator as a "non-party participant" as defined at 83 Ill. Admin. Code § 200.40 in that EE FRU proceeding in its annual EE FRU petition.

Subject to any Commission rulings or orders, the Parties agree that in its capacity as a "non-party participant", the independent evaluator is expected to agree and adhere to provisions reflecting the

independent evaluator's "non-party participant" role and related duties listed below into the independent evaluation contract. The Parties agree that in its capacity as a "non-party participant", the independent evaluator is expected to:

- a. file concise direct testimony (A) providing a high-level summary of the portfolio and program evaluation reports; (B) providing a summary of the annual incremental savings achieved that can be counted toward the Company's applicable annual incremental goal, as well as an explanation of how that calculation was performed; (C) providing a summary of the CPAS achieved that can be counted toward the Company's CPAS goal, as well as an explanation of how that calculation was performed; and (D) describing any disputes that have been documented in any of the evaluation reports in accordance with the Section 7.5.v. of the EE Policy Manual Version 2.0. The independent evaluator will make best efforts to file its direct testimony within 14 days of the Company filing the annual EE FRU petition;
- b. respond to any data requests served on it by the parties to the proceeding pursuant to 83 Ill. Admin. Code Part 200;
- c. file testimony responding to an issue with the evaluation reports that is raised by a party in a given proceeding; be available to provide oral testimony at the evidentiary hearing and be represented by their own counsel (not the utility's attorneys), in a given proceeding regarding its evaluation reports submitted in the proceeding;
- d. file any corrections or errata to the independent evaluator's reports and evaluations, regardless of whether the report or evaluation was filed by the independent evaluator or the Company; and
- e. have its own legal counsel appear at the evidentiary hearing and move for admission into the evidentiary record of the independent evaluator's reports, evaluations, testimony, affidavits, verifications, and any other filed exhibits authored by the independent evaluator, regardless of whether the documents were originally filed by the independent evaluator or the Company.

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

F. Reservation of Issues not Included

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

IV. Terms and Conditions Governing the Stipulation

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

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

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

[REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

Ameren Illinois Company d/b/a Ameren Illinois

By: James C Blessing
Name: James C Blessing
Position: Vice President
Date: February 26, 2021

Green Power Alliance

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

Staff of the Illinois Commerce Commission

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

Aces 4 Youth

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

The Office of the Illinois Attorney General

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

Environmental Law and Policy Center

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

Natural Resources Defense Council

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

Community Organizing and Family issues

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

Citizens Utility Board

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

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

Green Power Alliance

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

Staff of the Illinois Commerce Commission

By: 
Name: Matthew L. Harvey
Position: Trial Supervisor, OGC
Date: February 26, 2021

Aces 4 Youth

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

The Office of the Illinois Attorney General

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

Environmental Law and Policy Center

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

Natural Resources Defense Council

By: _____
Name: _____
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Date: _____

Community Organizing and Family issues

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Name: _____
Position: _____
Date: _____

Citizens Utility Board

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

Staff of the Illinois Commerce Commission

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

Green Power Alliance

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

The Office of the Illinois Attorney General

PEOPLE OF THE STATE OF ILLINOIS

Kwame Raoul, Attorney General

By: Grant Snyder

Name: Grant Snyder

Title: Assistant Attorney General

Date: February 26, 2021

Aces 4 Youth

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

Natural Resources Defense Council

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

Environmental Law and Policy Center

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Staff of the Illinois Commerce Commission

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Aces 4 Youth

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

The Office of the Illinois Attorney General

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

Environmental Law and Policy Center

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

Natural Resources Defense Council

By: Laura Goldberg

Name: Laura Goldberg

Title: Midwest Regional Director, Energy Efficiency for All

Date: 2/26/2021

Community Organizing and Family issues

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

Citizens Utility Board

By: _____
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Position: _____
Date: _____

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Staff of the Illinois Commerce Commission

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Aces 4 Youth

By: _____
Name: _____
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The Office of the Illinois Attorney General

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

Environmental Law and Policy Center

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


Natural Resources Defense Council

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

Community Organizing and Family issues

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

Citizens Utility Board

By: 
Name: Eric DeBellis
Position: Regulatory Counsel
Date: 2-26-21

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

Staff of the Illinois Commerce Commission

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

The Office of the Illinois Attorney General

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

Natural Resources Defense Council

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

Citizens Utility Board

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

Green Power Alliance

By: Naomi Davis

Name: Naomi Davis

Title: Founder & Lead Steward

Date: 2/26/2021

Aces 4 Youth

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

Environmental Law and Policy Center

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

Community Organizing and Family issues

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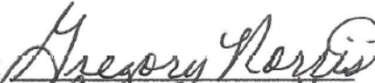
Green Power Alliance

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

Staff of the Illinois Commerce Commission

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

Aces 4 Youth

By: 
Name: GREGORY NORAIS
Position: EXECUTIVE DIRECTOR
Date: FEB 26, 2021

The Office of the Illinois Attorney General

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

Environmental Law and Policy Center

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

Natural Resources Defense Council

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

Community Organizing and Family issues

By: _____
Name: _____
Position: _____
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Citizens Utility Board

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Date: _____

Green Power Alliance

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

Staff of the Illinois Commerce Commission

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

Aces 4 Youth

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

The Office of the Illinois Attorney General

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

Environmental Law & Policy Center

By: *Tyler Barron* _____

Natural Resources Defense Council

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

Name: Tyler Barron

Title: Policy Advocate

Date: 2/26/21

Citizens Utility Board

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

Community Organizing and Family issues

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

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Green Power Alliance

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Staff of the Illinois Commerce Commission

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Name: _____
Position: _____
Date: _____

Aces 4 Youth

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

The Office of the Illinois Attorney General

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


Environmental Law and Policy Center

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

Natural Resources Defense Council

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

Community Organizing and Family issues

By: 
Name: Karen L. Lusson
Position: Attorney
National Consumer Law Center 7
Winthrop Square
Boston, MA 02110
(708) 341-3990
klusson@nclc.org
Date: _____

Citizens Utility Board

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