

STATE OF TENNESSEE

Office of the Attorney General



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June 19, 2020

VIA ELECTRONIC FILING

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511 Union Street Suite 2700
P.O. Box 198966
Nashville, TN 37219-8966

James H. Jeffries, IV, Esq.
McGuire Woods, LLP
201 North Tyron Street, Suite 3000
Charlotte, NC 28202

Re: Tennessee Public Utility Commission, Docket No. 20-00047, *Emergency Petition to Suspend Service Disconnections*

Dear Mr. Davidson and Mr. Jeffries:

The Consumer Advocate Unit in the Financial Division of the Office of the Tennessee Attorney General (Consumer Advocate) would like to first express its appreciation to Piedmont Natural Gas, Inc. (Piedmont) in its responsiveness to our initial inquiry from June 4, 2020. This week, Piedmont filed its most recent weekly report in the above-referenced docket. In this filing, you provided “copies of screen shots to illustrate this process form the customer’s perspective.”¹ The Consumer Advocate has reviewed the screen shots and we have the following concerns and requests:

1. Limited length of extended payment agreements. The Consumer Advocate is concerned that the three- and six-month payment agreement options being offered by Piedmont to its customers provide an insufficient time period for customers impacted

¹ Piedmont Natural Gas, Inc. COVID-19 Response Weekly Update (June 16, 2020).

by the COVID19 pandemic.² In its Order, the Commission recognized that “many of our most vulnerable households are without work and have little or no income. Businesses, small and large, depend upon basic utility services even as they face potential supply chain problems, a lack of cash-flow, and employees that are unavailable to work. In these challenging times, maintaining safe, reliable and reasonably priced service must remain a priority.”³ The economic effect of COVID19 will continue to be felt by many utility customers for some time even after Tennessee Governor Bill Lee’s State of Emergency is lifted. Accordingly, the Consumer Advocate requests that Piedmont consider the deferred payment arrangements (DPAs) being offered to residential customers in Illinois. In the recently approved Stipulation Agreement, residential customers will be allowed up to 18 months (non-financial hardship) or up to 24 months (financial hardship) for DPAs.⁴

2. Satisfaction of payment arrangement. The Consumer Advocate is concerned with what appears to be the lack of flexibility for a customer whose financial condition may change during a payment-agreement period, resulting in a need to restructure the payment agreement. Specifically, in the “Terms and Conditions” section of the text messages sent to its customers, Piedmont states that a “customer may end this [payment] agreement by paying all outstanding bills and must satisfy all payment arrangements entirely before entering into another agreement with Piedmont Natural Gas.” As previously stated, many utility customers will continue to deal with the adverse effects of COVID19 even after the Tennessee State of Emergency is lifted. Therefore, the Consumer Advocate requests that Piedmont provide a process that recognizes the economic struggles of its customers. An example of flexibility in a payment arrangement is provided by the Stipulation Agreement recently approved by the Illinois Commerce Commission. Illinois provides for customers “whose financial condition changes during the terms of a DPA, or a customer who defaults for the first time on a DPA, and who seeks to reestablish payment arrangements, may do so one time with the same terms offered under this Stipulation.”⁵
3. Notice of the Commission’s Order Suspending Disconnection of Service. The Consumer Advocate is concerned that customers are not immediately made aware of the Commission’s Order Suspending Disconnections. Without such a prominent notice up front, Piedmont’s customers may be confused and believe that they must enter into a payment plan or else risk being disconnected. The Consumer Advocate recognizes that Piedmont does inform its customers in the “Terms and Conditions” section of the text messages that it has suspended disconnections for nonpayment but Piedmont does

² Tennessee new unemployment claims filed for the week ending June 13, 2020 is 19,925 and the number of continued claims is 280,593. <https://www.tn.gov/workforce/covid-19/news/2020/6/18/tennessee-new-unemployment-claims-filed.html>

³ *Order Requiring All Jurisdictional Utilities to Suspend Actions to Disconnect Service for Lack of Payment During the State of Public Health Emergency*, p. 3, TPUC Docket No. 20-00047.

⁴ *Order, In the Matter of Moratorium on Disconnections of Utility Services During the Public Health Emergency Declared on March 9, 2020 Pursuant to Sections 4 and 7 of the Illinois Emergency Management Act*, Appendix 1: Stipulation, p. 6, ¶8.b., Docket No. 20-0309 (June 18, 2020). A copy of this Order is attached.

⁵ *Id.* at p. 6, ¶ 8.d.

Follow-up Letter to Piedmont Natural Gas, Inc.
TPUC Docket No. 20-00047
June 19, 2020

not mention the Commission's Order. Also, the "Terms and Conditions" is located in a scroll-down of a text screen, which may be difficult for a consumer to read on a cell phone. Therefore, the Consumer Advocate requests that in its emails to customers regarding payment plans that Piedmont initially explain that the Commission has issued an Order Suspending Disconnections. Then Piedmont can explain that it is offering payment arrangements now to help "reduce stress for customers by addressing outstanding balances over time, free of interest charges, and before cold weather returns."⁶

The Consumer Advocate requests that Piedmont files its responses with the Commission in this Docket. However, if you believe that any supplemental information to be provided by CGC should be treated confidentially, the Consumer Advocate is open to discussing the treatment of such information. The Consumer Advocate appreciates your time and attention to this follow-up inquiry. I hope that you remain well.

Sincerely,



Karen H. Stachowski
Assistant Attorney General

cc: TPUC Docket No. 20-00047
Kelly Cashman Grams, TPUC
David Foster, TPUC

⁶ Piedmont Natural Gas, Inc. COVID-19 Response Weekly Update, p. 1 (June 16, 2020).

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Illinois Commerce Commission :
On Its Own Motion :
 :
In the Matter of Moratorium on :
Disconnection of Utility Services during : **20-0309**
the Public Health Emergency Declared :
on March 9, 2020 pursuant to Sections 4 :
and 7 of the Illinois Emergency :
Management Agency Act. :

ORDER

By the Commission:

I. BACKGROUND

In an Emergency Interim Order entered on March 18, 2020, the Illinois Commerce Commission (“Commission”) imposed a moratorium on the disconnection of utility services and the imposition of late fees by electric, natural gas, and water and sewer utilities subject to the Commission’s jurisdiction during the public health emergency declared by Governor JB Pritzker on March 9, 2020 as a result of the COVID-19 pandemic. In the same Order, the Commission directed the subject utilities to formulate and follow, on a temporary basis, more flexible credit and collection procedures and to submit those plans to the Commission for its consideration and approval. By these means, customer access to essential utility services could be improved throughout the public health emergency. The initial proclamation of emergency was in effect through April 30, 2020. The Governor has since issued subsequent proclamations of emergency, which have effectively extended the period of the emergency until June 28, 2020.

The parties to this proceeding have been engaged in productive discussions on ways in which to reach agreement and expeditiously resolve the issues presented in the docket. These discussions have now resulted in two Stipulations, which have received the unanimous support of the parties to each Stipulation and Staff of the Commission (“Staff”). Together, the parties to the two Stipulations, and the parties that do not object, comprise all of the parties that have appeared in the docket.

For ease of reference, the two Stipulations divide the utility parties into groups, based essentially upon the size of the utilities that are parties to each. The large utilities are Aqua Illinois, Inc. (“Aqua”), Illinois-American Water Company (“Illinois-American”), Utility Services of Illinois, Inc. (“Utility Services”), Ameren Illinois Company d/b/a Ameren Illinois (“Ameren Illinois”) (subject to differing Stipulated terms in its respective capacities as a gas utility and electric utility), Northern Illinois Gas Company d/b/a Nicor Gas

Company (“Nicor Gas”), North Shore Gas Company (“North Shore”), The Peoples Gas Light & Coke Company (“Peoples Gas”), and Commonwealth Edison Company (“ComEd”) (collectively referred to as the “Large Utility Group”). The Joint Consumer Parties consist of the Office of the Attorney General on behalf of the People of the State of Illinois (“AG”), the City of Chicago (as to the commitments of the City, Peoples Gas, and ComEd), Community Organizing and Family Issues (“COFI”), the Citizens Utility Board (“CUB”), Legal Aid Society of Metropolitan Family Services, and Allen Cherry. With Staff, the parties to the first Stipulation have entered into the Stipulation “as a means to provide specific consumer protections and regulatory clarity on the issues in this Proceeding during a time of great uncertainty.” First Stipulation at ¶ 1. On June 10, 2020, Staff filed the Stipulation on e-docket as Exhibit A to its Unopposed Motion for Entry and Approval of Stipulation. This Stipulation will be referred to hereafter as the Large Utility Stipulation.

The parties to the second Stipulation are the following: Consumers Gas Company (“Consumers Gas”), Illinois Gas Company (“IGC”), Liberty Utilities (Midstates Natural Gas) Corp. (“Liberty”), MidAmerican Energy Company (“MEC”), and Mt. Carmel Public Utility Company (“Mt. Carmel”), as well as each of the previously-identified Joint Consumer Parties, and Staff. These parties likewise enter into the Stipulation “as a means to provide specific consumer protections and regulatory clarity on the issues in this Proceeding during a time of great uncertainty.” Second Stipulation at ¶ 1. On June 17, 2020, Staff filed this Stipulation on e-docket as Exhibit A to its Unopposed Motion for Entry and Approval of Stipulation. This Stipulation will be referred to hereafter as the Small Utility Stipulation.

II. STIPULATIONS

As stated in the Large Utility Stipulation, the parties agree that this proceeding may be resolved and concluded by agreement, the terms of which the Large Utility Stipulation Parties have set forth in the Large Utility Stipulation. A copy of the Large Utility Stipulation is attached to this Order as Appendix A. The Stipulation describes in detail the undertakings and commitments of the Large Utilities with regard to the continued provision of utility services during the Large Utility Stipulated Moratorium Period. In the Large Utility Stipulation, the Stipulation Parties agree that each Stipulation Utility has complied with the directives in the Emergency Interim Order. In provisions applicable to all the Large Utilities, the Large Utility Stipulation includes provisions and requirements relating to utility credit and collections procedures, including a continuation of the moratorium on disconnections for nonpayment and the imposition of late fees, required communications to residential customers regarding payment assistance and reconnection, the waiver of reconnection fees, deferred payment arrangements, deposit requirements for new customers, and credit reporting.

For Water Utilities and Gas Utilities specifically, the Large Utility Stipulation contains provisions addressing costs incurred by those utilities as a result of the COVID-19 pandemic, the use of special purpose riders to recover those costs, and the Commission’s future review of the prudence and reasonableness of that spending. The Large Utility Stipulation also requires the Water and Gas Utilities to develop bill payment assistance programs for eligible customers. Finally, for the Electric Formula Rate Utilities, the Large Utility Stipulation contains provisions applicable to COVID-19 costs and the

recovery of those costs through their formula rates and changes to certain accounting practices. The Stipulation also requires the Electric Formula Rate Utilities to create bill payment assistance programs. Additional information regarding the utilities' bill assistance payment programs is found in the addenda to the Large Utility Stipulation.

Staff submitted the Verified Statement of Richard W. Bridal II. Mr. Bridal, the Director of the Commission's Financial Analysis Division, states that he took part in the discussions and negotiations leading up to the Large Utility Stipulation and has reviewed and is familiar with the Large Utility Stipulation. Mr. Bridal offers his opinion that, if the Large Utility Stipulation is adopted, each utility that is a party to the Stipulation will offer revised credit and collection policies and procedures that are more flexible than the minimum provided for in 83 Ill. Adm. Code 280 ("Part 280), in compliance with the Emergency Interim Order. Mr. Bridal also offers his opinion that the methodologies each utility will use to recover costs associated with the COVID-19 health emergency, with implementation of the moratorium on disconnection and with implementation of the revised, more flexible credit and collection policies and procedures, are just and reasonable and consistent with the requirements of the Public Utilities Act ("Act").

As is the case with the Large Utility Stipulation, the parties to the Small Utility Stipulation agree that this proceeding may be resolved and concluded by agreement, the terms of which the Stipulation Parties have set forth in the Stipulation. A copy of the Small Utility Stipulation is attached to this Order as Appendix B. Also, the Small Utility Stipulation describes in detail the undertakings and commitments of the Small Utilities with regard to the continued provision of utility services during the Small Utility Stipulated Moratorium Period. In provisions applicable to all the Stipulation Utilities, the Stipulation includes provisions and requirements relating to utility credit and collections procedures, including a continuation of the moratorium on disconnections for nonpayment and the imposition of late fees, required communications to customers regarding payment assistance and reconnection, the waiver of reconnection fees, deferred payment arrangements, deposit requirements for new customers, and credit reporting.

The Small Utility Stipulation contains provisions addressing costs incurred by those utilities as a result of the COVID-19 pandemic, the use of special purpose riders or accounting deferrals to recover those costs, and the Commission's future review of the prudence and reasonableness of that spending. The Stipulation also requires those utilities electing to employ special purpose riders for cost recovery to develop bill payment assistance programs for eligible customers. Copies of the utilities' bill assistance payment programs are included as addenda to the Stipulation.

Staff also submitted Mr. Bridal's Supplemental Verified Statement of Richard W. Bridal II. Mr. Bridal states that he took part in the discussions and negotiations leading up to the Small Utility Stipulation and has reviewed and is familiar with the Small Utility Stipulation. Mr. Bridal offers his opinion that, if the Small Utility Stipulation is adopted, each utility that is a party to the Stipulation will offer revised credit and collection policies and procedures that are more flexible than the minimum provided for in Part 280, in compliance with the Emergency Interim Order. Mr. Bridal also offers his opinion that the methodologies each utility will use to recover costs associated with the COVID-19 health emergency, with implementation of the moratorium on disconnection and with

implementation of the revised, more flexible credit and collection policies and procedures, are just and reasonable and consistent with the requirements of the Act.

III. COMMISSION ANALYSIS AND CONCLUSION

The Commission finds that the terms of each of the Stipulations are reasonable and that they provide an appropriate resolution for this docket. The Commission has the authority to adopt a settlement proposal that has the unanimous support of the parties and is otherwise appropriate. See *Bus. and Prof'l People for the Pub. Interest v. Ill. Commerce Comm'n*, 136 Ill. 2d 192, 216-17 (1989). Here, the Commission is adopting two settlement proposals that, taken together, have the unanimous support of, or are not opposed by, all of the parties that have appeared, and resolve all contested issues between and among the parties to each Stipulation; the Illinois Industrial Energy Consumers ("IIEC") do not oppose either Stipulation. While certain very small utilities are not parties to either Stipulation, the very small utilities in question are also not bound by either Stipulation. The very small utilities in question are in all cases water utilities serving fewer than 250 customers; together, these utilities serve approximately 600 customers. Further, none of the very small utilities in question have appeared in this proceeding, and thus none are parties to it. In addition, the Commission gives substantial weight to Mr. Bridal's opinion that the terms of each Stipulation comply with the Emergency Interim Order and the Act and are otherwise just and reasonable. Mr. Bridal further states that Staff has prepared tariffs which incorporate terms and conditions in compliance with the Emergency Interim Order and conveyed these tariffs to the very small utilities for these utilities to execute and return. Accordingly, the Commission approves and adopts the terms of each Stipulation, as attached to this Order, as a settlement of this docket when taken together.

IV. FINDINGS AND ORDERING PARAGRAPHS

The Commission, having considered the entire record and being fully advised in the premises, is of the opinion and finds that:

- (1) the Commission has jurisdiction over the parties to this proceeding and the subject matter of this proceeding;
- (2) the findings of fact and the conclusions of law set forth in the prefatory portion of this Order are supported by the record and are adopted as findings of fact and conclusions of law;
- (3) through the two Stipulations, the respondent utilities have agreed to various commitments and undertakings with regard to the continuation of utility services, the recovery of associated costs, customer assistance, and other pertinent matters related to the provision of essential utility services during the present public health emergency;
- (4) the parties have agreed to accept or have not objected to each Stipulation as a resolution of the matters involved in this docket;
- (5) the utilities to the Stipulations are authorized to file, on less than forty-five (45) days' notice, tariffs that are necessary to effectuate the terms of the Stipulation applicable to the utility;

- (6) the two Stipulations, taken together, have the unanimous support of, or are not opposed by, all of the parties that have appeared and resolve all contested issues between and among the parties to each Stipulation; and
- (7) the terms and conditions of each Stipulation agreed upon by the parties are reasonable and an appropriate resolution of this docket, in light of the present health emergency.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the Stipulations as reflected in the attached Appendices A and B are hereby adopted as the full and complete resolution of this docket.

IT IS FURTHER ORDERED that the utilities that are party to the Stipulations may file, on less than forty-five (45) days' notice, tariffs that are necessary to effectuate the terms of the Stipulation applicable to the utility.

IT IS FURTHER ORDERED that if Staff believes that any of the stipulating utilities have failed to comply with any of the terms and conditions of the Stipulation applicable to that utility, Staff may request that the Commission reopen this docket to make a determination whether the utility has failed to comply with the applicable Stipulation, seek such other or further relief before the Commission that is warranted and appropriate, and request or recommend to the Commission that it enforce the applicable Stipulation as authorized by law.

IT IS FURTHER ORDERED that any motions, petitions, objections, or other matters in this proceeding that remain outstanding are hereby disposed of consistent with the conclusions herein.

IT IS FURTHER ORDERED that pursuant to Section 10-113(a) of the Public Utilities Act and 83 Ill. Adm. Code 200.880, any application for rehearing shall be filed within 30 days after service of the Order on the party.

IT IS FURTHER ORDERED that subject to the provisions of Section 10-113 of the Public Utilities Act and 83 Ill. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

By Order of the Commission this 18th day of June, 2020.

(SIGNED) CARRIE ZALEWSKI

Chairman

specific customer protections and regulatory clarity on the issues in this Proceeding during a time of great uncertainty.

2. For purposes of this Stipulation:

a. “Commission” means the Illinois Commerce Commission.

b. “Proceeding” means Commission Docket No. 20-0309, captioned *Illinois Commerce Commission on Its Own Motion, In the Matter of Moratorium on Disconnection of Utility Services during the Public Health Emergency Declared on March 9, 2020 pursuant to Sections 4 and 7 of the Illinois Emergency Management Agency Act*.

c. “Emergency Interim Order” means the Commission’s March 18, 2020 Emergency Interim Order in this Proceeding.

d. “Order” means the Commission’s Order in this Proceeding adopting this Stipulation.

e. “Moratorium Period” means the original moratorium period as presented in the Commission’s March 18 Emergency Interim Order, and is defined as March 18, 2020 until the approval of this Stipulation by the Commission.

f. “Stipulated Moratorium Period” means the period from the Commission’s entry of the Order approving this Stipulation until the earlier of: (1) the day on which all Restore Illinois Health Regions have moved to Phase 4 (Revitalization) under Governor Pritzker’s May 5, 2020 *Restore Illinois* plan (Plan); or (2), in the absence of a Commission determination to the contrary, August 1, 2020. If all Restore Illinois Health Regions have not moved to Phase 4 (Revitalization) on or before August 1, 2020, the Commission may, conditional upon the presence and status of the COVID-19 public health emergency in Illinois, extend the Stipulated Moratorium Period. The Stipulated Moratorium Period pursuant to this Stipulation shall not extend beyond the date that all Restore Illinois Health Regions have moved to Phase 4 (Revitalization) except that the movement of one or more Regions to an earlier Phase of the Plan shall trigger a joint request by the Stipulation Parties for a status hearing in this Proceeding to assess whether the terms of this Stipulation need to be revised.

g. “Transition Grace Period” means the 60-day period immediately following the day the Stipulated Moratorium Period ends.

h. “Previously Disconnected Customers” means residential customers who were disconnected for nonpayment prior to the Moratorium Period and whom the Stipulation Utility has not already reconnected.

Temporary, More Flexible Utility Credit and Collections Procedures and Terms Applicable to All Stipulation Utilities

3. The Stipulation Parties agree that each Stipulation Utility has complied with the directives in the Emergency Interim Order to (a) cease disconnections for nonpayment and suspend the imposition of late payment fees or penalties, on an interim basis, and until May 1, 2020 or until the Governor announces the end of the COVID-19 state of emergency; (b) within seven (7) days of the Emergency Interim Order, identify for the Commission's review and approval temporary, more flexible credit and collections practices to ensure that each Utility's customers remain connected to essential utility services when the emergency status ends; and (c) track their costs resulting from the Emergency Interim Order and any measures taken in response to COVID-19 to enable a meaningful future prudence and reasonableness review. Emergency Interim Order at 7. The Stipulation Utilities commit to continue to comply with the Commission's directives and the terms of this Stipulation.

4. Notwithstanding Paragraph 3, each Stipulation Utility will voluntarily implement the temporary, more flexible credit and collections procedures described in Paragraphs 5 through 13. Each Stipulation Utility will implement each credit and collection procedure as quickly as is reasonably practicable, but in no event later than fifteen (15) days¹ after the Commission's Order in this Proceeding, except as provided in Paragraphs 6, 7, and 12 below. Nothing in this Stipulation prohibits any Stipulation Utility from implementing, at its sole discretion, more flexible or additional credit and collections procedures to the extent such procedures do not diminish the credit and collections procedures described in Paragraphs 5 through 13. In the event that a customer is unable to obtain the customer credit and collection procedures described in Paragraphs 5 - 13 of this Stipulation during the period after the entry of the Order but before the Stipulation Utility implements the credit and collection procedures, the Stipulation Utilities agree to provide the customer credit and collection procedures described in Paragraphs 5 - 13 during the time periods indicated in Paragraphs 5 - 13.

5. Suspension of Disconnections for Nonpayment and New Late Fees for Nonpayment

a. The Stipulation Utilities shall suspend disconnections for nonpayment and the imposition of new late fees for nonpayment through the Stipulated Moratorium Period plus 30 days after the Stipulated Moratorium Period ends, except as provided in Paragraph 5.c.

b. The Stipulation Utilities may issue disconnection notices when the Stipulated Moratorium Period ends, except as provided in Paragraph 5.c.

c. For Electric Formula Rate Utilities, Paragraphs 5.a and 5.b only apply to residential and small business customers. For purposes of this Stipulation, "small business customers" are defined as customers in ComEd's Small Load

¹ The reference to days as used in this Stipulation means calendar days.

Delivery Class, and in Ameren Illinois Electric's small general delivery service class. Electric Formula Rate Utilities may issue disconnection notices to all other customers starting July 1, 2020, and may resume disconnecting all other customers when the Stipulated Moratorium Period ends.

6. Customer Communications

a. *Customer Communications regarding Payment Assistance.* On a rolling basis concluding no later than thirty (30) days after the Order is issued in this Proceeding, each Stipulation Utility will provide the communications described below to all residential customers with past due balances on their accounts by U.S. Mail or electronic mail to those customers who have provided their email addresses as an acceptable means to receive such electronic communications. The communications will inform customers about the more flexible payment options available including, but not limited to, the deferred payment arrangement (DPA) terms described in Paragraph 8, and how to enroll in those options, giving the customer and the Stipulation Utility the opportunity to set up payment arrangements without disconnection notices being sent. The communications will also outline other programs that may provide financial assistance to the customer (e.g., Low Income Home Energy Assistance Program (LIHEAP) for low income customers, the bill payment assistance program described in Paragraph 13.b of this Stipulation, Aqua Aid for Aqua Illinois customers, and H2O for Illinois-American customers). Copies of the communications shall be filed on e-docket in this Proceeding within ten (10) days of the Commission's Order in this Proceeding. All customer communications shall be provided in English, Spanish, and any other language typically used by the Stipulation Utility, except Ameren Illinois' customer communications shall be provided in English, and, in accordance with Part 280.250, should contain the following warning in the appropriate second language typically used by Ameren Illinois for customer communications: "Important – This notice affects your rights and obligations and should be translated immediately."

b. *Utility Website Content.* No later than ten (10) days after the Commission's Order in this Proceeding, each Stipulation Utility will display the temporary credit and collections policies including, but not limited to, the DPA terms described in Paragraph 8, and information about reconnections for Previously Disconnected Customers, as provided in this Stipulation, on its website. Screenshots of the website pages shall be filed on e-docket in this Proceeding within ten (10) days after the Commission's Order in this Proceeding.

7. Reconnection of Residential Customers and Waiver of Reconnection Fees

a. Within seven (7) days of the Commission's Order in this Proceeding, unless the Stipulation Utility has already done so, each Stipulation Utility shall issue a press release and post information on its website encouraging customers who were disconnected for nonpayment prior to the Moratorium Period and whom the Stipulation Utility has not already reconnected (Previously Disconnected Customers) to contact the Stipulation Utility to discuss reconnection options,

including the waiver of reconnection fees, and customer assistance programs. In addition, no later than fourteen (14) days after the Order is issued in this Proceeding, each Stipulation Utility will send a written communication to Previously Disconnected Customers containing substantially the same information as will be found in the press release and on the website.

i. Reconnections will be completed for all Previously Disconnected Customers requesting reconnections during the Stipulated Moratorium Period and Transition Grace Period except for when reconnection could compromise safe operations; the Utility has proof that the customer benefitted from theft or tampering; or the premises are vacant or unoccupied.

ii. Stipulation Utilities that have already issued a press release and sent a written communication as described above in Paragraph 7.a are considered in compliance with the press release and written communications requirements.

b. Copies of the press release shall be filed on e-docket in this Proceeding within seven (7) days after the Commission's Order in this Proceeding.

c. Reconnections pursuant to Paragraph 7 will only be offered for the same service address that was previously disconnected for nonpayment.

d. Reconnection fees for Previously Disconnected Customers are waived through the end of the Stipulated Moratorium Period, Transition Grace Period, and for a period of four (4) months thereafter, for a total of six (6) months after the end of the Stipulated Moratorium Period, for LIHEAP-qualified customers and those customers who verbally express financial hardship to the Stipulation Utility per Paragraph 8.b.i.

e. Reconnected customers will have any outstanding balance rolled to the reconnected accounts. Customers will be encouraged to establish DPAs.

f. Reconnection will extend only to those Previously Disconnected Customers disconnected up to one (1) year prior to commencement of the Stipulated Moratorium Period.

g. The Stipulation Parties agree that these are unforeseen circumstances and acknowledge that the requirements of 83 Ill. Adm. Code 280.170(f) have been met.

8. DPAs for Residential Customers

a. Residential customers are able to enroll in or renegotiate the more flexible DPAs described in Paragraph 8.b during the Stipulated Moratorium Period, Transition Grace Period, and for a period of four (4) months thereafter, for a total

of six (6) months after the end of the Stipulated Moratorium Period. The terms of the DPA commence once the customer has entered into the DPA.

b. During the period described in Paragraph 8.a, before a residential customer enters into a DPA, the Stipulation Utility customer service representative shall inform the customer that DPA lengths of up to eighteen (18) months for (non-financial hardship) residential customers and twenty-four (24) months for residential customers expressing financial hardship are available. So long as the Stipulation Utility's bill assistance program described in the accompanying Addendum is established and funds remain available, before a LIHEAP-qualified customer enters into a DPA, the Stipulation Utility customer service representative shall inform the customer that the bill assistance program is available to reduce the customer's arrearage.

i. A customer's expression of financial hardship can be verbal; it does not require documentation.

ii. A customer so expressing verbal financial hardship does not qualify as "income eligible", "income qualified", or "low income" for any other purposes.

c. During the Stipulated Moratorium Period and the Transition Grace Period, the Stipulation Utilities may require down payments for DPAs and those down payments will be capped at ten percent (10%) of the DPA amount. During the Stipulated Moratorium Period, the Transition Grace Period, and for a period of four (4) months thereafter, for a total of six (6) months after the end of the Stipulated Moratorium Period, those residential customers verbally expressing financial hardship to the Stipulation Utility per Paragraph 8.b.i and those who are LIHEAP-qualified or eligible for bill payment assistance via Aqua Aid or H2O will be offered DPAs with no (0%) down payment.

d. Before August 1, 2021, a customer whose financial condition changes during the term of a DPA, or a customer who defaults the first time on a DPA, and who seeks to reestablish payment arrangements, may do so one time with the same terms offered under this Stipulation. Customers seeking to renegotiate more than once, or who default after August 1, 2021, will be subject to the terms of reinstatement and renegotiation set forth in 83 Ill. Adm. Code 280.120 and 280.125.

e. Upon receiving funds from the Stipulation Utility's bill payment assistance program described in the accompanying Addendum, customers may alter their existing DPA terms; any DPA changes will not be considered a DPA renegotiation under Paragraph 8.d.

f. Nothing in this Stipulation shall prohibit a Stipulation Utility from providing DPA terms that are longer than the eighteen (18) and twenty-four (24)

month terms described above or from offering additional, more flexible DPAs beyond those referenced in this Paragraph 8.

9. DPAs for Commercial and Industrial Customers

a. Commercial and industrial customers may enroll in or renegotiate DPAs for sixty (60) days beyond the end of the Stipulated Moratorium Period.

b. Utilities will offer DPAs of up to three (3) months with a thirty-three percent (33%) down payment, and up to six (6) months with a fifty percent (50%) down payment.

c. For Gas Utilities, DPAs are only available to commercial and industrial sales service customers.

10. Deposits for Residential Customers

a. Stipulation Utilities shall waive new deposit requirements associated with late or non-payment, arrearages, or credit related issues for new or existing residential customers, through the Stipulated Moratorium Period and Transition Grace Period. Deposit requirements associated with late or nonpayment, arrearages, or credit related issues for residential customers, will continue to be waived for an additional four (4) month period after the Transition Grace Period ends for residential customers who verbally express financial hardship to the Stipulation Utility per Paragraph 8.b.i and those who are LIHEAP-qualified. Water Utilities will continue their practices of not assessing deposits.

11. Credit Reporting

a. Stipulation Utilities will continue their current practices of not reporting late payments and nonpayment for active customers to credit bureaus and reporting agencies during the Stipulated Moratorium Period and Transition Grace Period and for no less than four (4) months following the end of the Transition Grace Period.

b. Stipulation Utilities shall be permitted to continue their current practices regarding closed accounts.

12. Monthly Credit and Collections Data Reporting Deadline

a. Stipulation Utilities shall file in this Proceeding Staff's list of credit and collections data provided in Exhibit 1 to this Stipulation, reported by zip code, subject to Paragraph 12.c. Water Utilities may report the data by the smallest service region or district they serve. Stipulation Utilities other than Water Utilities will also provide the data separately for LIHEAP-qualified and Percentage of Income Payment Plan (PIPP)-qualified customers. Stipulation Utilities will file the information identified by Staff in monthly reports.

b. Stipulation Utilities will file their monthly reports on the fifteenth day of every month, with data for the month preceding the report, on e-docket in this Proceeding.

c. The first monthly report will be due within fourteen (14) days of the Commission's Order in this Proceeding, and will include data for both April and May 2020; however, for Stipulation Utilities that require information technology programming changes to report data by zip code, the first monthly report providing such data by zip code will be provided as soon as practicable but no later than one-hundred and twenty (120) days after the Commission's Order in this Proceeding, and will include data for the immediately prior month.

d. Stipulation Utilities will provide the monthly reports during the Stipulated Moratorium Period and for a period of six (6) months thereafter or until fifteen days after the reporting period ending August 31, 2021, whichever is later.

13. Other Utility Commitments

a. Within forty-five (45) days of the Commission's Order in this Proceeding, the Gas and Electric Formula Rate Utilities agree to begin a discussion to improve the affordability of utility service for low income customers. That discussion need not be a formal part of this Proceeding, but should include all relevant stakeholders, including the Illinois Department of Commerce and Economic Opportunity (DCEO). Particular attention to low-income discount and arrearage management/reduction programs shall be a part of the discussion. The discussion shall occur outside of the Commission's Notice of Inquiry proceeding, ICC 20 NOI 01, and include, but not be limited to, a specific examination of the effectiveness of the PIPP and the Energy Assistance Act that created it, including how to administer it more efficiently, whether it is adequately funded, and steps to ensure PIPP funds are used rather than being subject to government sweep.

b. Each Stipulation Utility agrees to provide for bill payment assistance for eligible customers as part of its COVID-19 Related Costs recovery, as provided in Paragraphs 17 and 25.

Utility Costs Resulting from COVID-19 Applicable to Water and Gas Utilities

14. Paragraphs 15 - 19 of this Stipulation apply only among Water and Gas Utilities, Joint Consumer Parties, and Staff.

15. Water and Gas Stipulation Utilities, Joint Consumer Parties, and Staff acknowledge that the Emergency Interim Order finds that Stipulation Utilities should track all costs resulting from the Emergency Interim Order and any measures in response to the COVID-19 pandemic, in order to enable a meaningful future Commission review of the reasonableness and prudence of such spending. Emergency Interim Order at 7.

16. COVID-19 Related Costs

a. COVID-19 Related Costs shall be composed of (1) COVID-19 Direct Costs net of COVID-19 Direct Offsets; (2) COVID-19 Foregone Late Fees; (3) COVID-19 Foregone Reconnection Charges; and (4) COVID-19 Bill Payment Assistance Program Amounts, as described in Paragraphs 16.c - 16.g, incurred beginning March 1, 2020, and ending as described in Paragraphs 16.c - 16.f below.

b. Each Water and Gas Stipulation Utility may defer for future recovery its COVID-19 Related Costs and include those amounts in a COVID-19 Special Purpose Rider, as described in Paragraph 19. Rider recovery shall be over a twenty-four (24) month period for each Water and Gas Stipulation Utility, except for North Shore and Peoples Gas whose recovery shall be over a thirty-six (36) month period, with quarterly review and adjustments as needed to reflect actual costs, beginning no later than ninety (90) days after the Order is issued in this Proceeding or January 1, 2021, whichever is earlier, subject to the Commission's prudence and reasonableness review and reconciliation.

c. COVID-19 Direct Costs are direct costs resulting from the Emergency Interim Order, obligations to accommodate the Governor's Emergency Orders to control the spread of the COVID-19 pandemic, and any other reasonable measures taken by the Utility in response to the COVID-19 pandemic, incurred beginning March 1, 2020 and ending on December 31, 2021. These costs must be tracked to allow a meaningful future reasonableness and prudence review by the Commission. They include, but are not limited to:

i. one-time costs, such as information technology changes needed to enact this Stipulation, set up for remote work options (e.g., servers, software, computer equipment) and signage; and

ii. ongoing incremental costs, such as administration costs associated with programs provided for in this Stipulation, communications for remote operations, communications with the public, regulatory compliance costs, cleaning supplies and services, PPE, employee benefits and accommodations, contact tracing, and medical testing to the extent not paid by or covered by insurance.

d. COVID-19 Direct Offsets are credits, payments, or other benefits received by the Stipulation Utility from a federal, state, or local government as a result of the COVID-19 pandemic prior to December 31, 2021 and directly related to a COVID-19 Direct Cost, including federal, state, or local tax credits or benefits that are directly related to COVID-19 or provided pursuant to enacted COVID-19 relief legislation, and are not a federal, state, or local income tax rate change subject to Rider VITA.

e. COVID-19 Foregone Late Fees

i. For Stipulation Water and Gas Utilities, other than Peoples Gas and North Shore, foregone late fees are the amount of late payment fees not charged to customers during the Moratorium Period and Stipulated Moratorium Period and 30 days after the Stipulated Moratorium Period and shall not exceed the difference between the actual late payment fees collected by the Utility in the calendar or fiscal year including the period beginning March 1, 2020 and ending 30 days after the Stipulated Moratorium Period and the authorized annual level of late payment fees included in “other revenues” in the Utility’s last rate case. The authorized annual level and the residential/non-residential allocation from the Utility’s last rate case will be used to establish the foregone late fees cost, except as provided in Paragraph 16.e.ii below.

ii. For Peoples Gas and North Shore, foregone late fees are capped at their actual late fees for calendar year 2015. The residential/non-residential allocation of foregone late fees costs is determined from the Utility’s last rate case.

f. COVID-19 Foregone Reconnection Charges, incurred beginning March 1, 2020 and ending six (6) months after the end of the Stipulated Moratorium Period, are no more than the amount equal to one reconnection fee per customer who was reconnected to service without charge, pursuant to the Emergency Interim Order or Paragraph 7. The reconnection fee shall be calculated using the applicable reconnection fee available in the Utility’s tariff for reconnection during regular working hours for the reconnected customer.

g. COVID-19 Bill Payment Assistance Program Amounts are amounts to fund a COVID-19 Bill Payment Assistance Program, as described in Paragraph 17.

17. COVID-19 Bill Payment Assistance Program

a. Each Water and Gas Utility shall create a bill payment assistance program (Bill Payment Assistance Program) in order to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. By providing bill payment assistance to eligible residential customers, the Stipulation Parties intend to slow the growth and ultimately minimize the total amount of arrearages and reduce the uncollectible costs recovered from residential customers through the Utilities’ rates. These conclusions have been reached after consideration and assessment of the facts and options available at this time.

b. Each Water and Gas Utility has identified the amount of funding that the Utility will apply towards Bill Payment Assistance Program Amounts in separate addenda providing further details regarding each Utility’s Bill Payment Assistance

Program. Gas Utilities will recover the amounts identified in their Addenda through the Special Purpose Rider described in Paragraph 19. Water Utilities will recover the initial and any subsequent funding amounts identified in each Water Utility's Addendum and this Paragraph 17 through the Special Purpose Rider described in Paragraph 19.

c. As soon as practicable, but no more than thirty (30) days after the Order is issued in this Proceeding, each Water and Gas Utility shall file, as a compliance filing in this Proceeding, a public report that identifies the manner in which the Bill Payment Assistance Program Amounts will be distributed to eligible customers. Further details of each Water and Gas Utility's Bill Payment Assistance Program are provided in separate addenda.

18. COVID-19 Related Costs Reporting

a. Each Utility with a COVID-19 Special Purpose Rider will publicly report to the Commission their COVID-19 Related Costs as a compliance filing on e-docket in this Proceeding. The COVID-19 Related Costs will be itemized as follows:

i. COVID-19 Direct Costs (to the extent reasonably possible, broken-down by cost subcategory);

ii. COVID-19 Direct Offsets (to the extent reasonably possible, broken-down by cost subcategory);

iii. COVID-19 Foregone Late Fees;

iv. COVID-19 Foregone Reconnection Charges (identified by type of fee or charge); and

v. COVID-19 Bill Payment Assistance Program Funding and Disbursements.

b. Reports will be provided no later than thirty (30) days after the close of each quarter, with cost information for the previous quarter. The first report will be for the period March 1, 2020 and ending June 30, 2020. Reports will be required until the quarter ending December 31, 2022, unless extended by the Commission.

19. COVID-19 Special Purpose Rider

a. Each Water and Gas Utility may file tariffs pursuant to the special permission provisions of Section 9-201(a) of the Public Utilities Act, 220 ILCS 5/9-201(a), to implement, on less than forty-five (45) days' notice, a rider to recover its COVID-19 Related Costs (the COVID-19 Special Purpose Rider) subject to the Commission's reasonableness and prudence review.

b. Each Water and Gas Utility may include its COVID-19 Related Costs defined in Paragraph 16 in the COVID-19 Special Purpose Rider for recovery as costs.

c. Each Water and Gas Utility's COVID-19 Special Purpose Rider tariff shall include a reconciliation mechanism to provide for recovery of its actual COVID-19 Related Costs incurred and to facilitate the Commission's reasonableness and prudence review.

d. Water and Gas Utilities shall provide proposed COVID-19 Special Purpose Rider tariffs to Staff, a designated representative of the Joint Consumer Parties, and any other customer representative in this Proceeding requesting a copy of the tariffs, no later than 21 days after the Commission's Order in this Proceeding. Staff, a designated representative of the Joint Consumer Parties, and any other customer representative in this Proceeding requesting a copy of the tariffs shall separately review the draft tariffs and shall provide comments, if any, no later than 21 days after the Water and Gas Utilities provide the draft tariffs. Water and Gas Utilities, Staff, and the designated representative of the Joint Consumer Parties agree to work expeditiously to reach agreement on the draft tariffs to facilitate the tariffs' filing without undue delay. Upon agreement regarding the proposed tariffs among the Water and Gas Utilities, Staff, the designated representative of the Joint Consumer Parties, and any other customer representative in this Proceeding requesting a copy of the tariffs, but in no case no later than 60 days after the Commission's Order in this Proceeding, each Water and Gas Utility will file its COVID-19 Special Purpose Rider tariffs pursuant to the special permission provisions of Section 9-201(a) of the Public Utilities Act, 220 ILCS 5/9-201(a).

e. COVID-19 Related Costs recovered under the Special Purpose Rider will be fairly apportioned to classes using cost causation principles. COVID-19 Bill Pay Assistance Program Amounts will be recovered from residential customers. Recovery of COVID-19 Foregone Late Fees and COVID-19 Foregone Reconnection Charges will be recovered from residential and non-residential customers based on the proportion of COVID-19 Foregone Late Fees and COVID-19 Foregone Reconnection Charges for the residential and non-residential groups, respectively subject to the class allocation described in Paragraph 16.e above. COVID-19 Direct Costs net of COVID-19 Direct Offsets will be allocated to rate classes based on the proportion of delivery service revenue requirement last approved by the Commission, excluding any special contract customer or class that is not normally subject to rate changes in general rate proceedings.

**Stipulation Utility Costs Resulting from COVID-19
Applicable to Electric Formula Rate Utilities**

20. Paragraphs 21 - 25 of this Stipulation apply only among Electric Formula Rate Utilities, Joint Consumer Parties, and Staff.

21. Electric Formula Rate Utilities ComEd and Ameren Illinois, Joint Consumer Parties, and Staff acknowledge that the Emergency Interim Order finds that Electric Formula Rate Utilities should track all costs resulting from the Emergency Interim Order and any measures in response to the COVID-19 pandemic, in order to enable a meaningful future Commission review of the reasonableness and prudence of such spending. Emergency Interim Order at 7.

22. COVID-19 Related Costs for Electric Formula Rate Utilities

a. COVID-19 Related Costs shall be composed of COVID-19 Direct Costs net of COVID-19 Direct Offsets, as described in Paragraphs 22.c and 22.d, incurred beginning March 1, 2020.

b. Recovery of COVID-19 Related Costs. Electric Formula Rate Utilities may recover COVID-19 Related Costs as delivery services costs and as authorized by 220 ILCS 5/16-108.5(c) and (d), and may amortize such costs under 220 ILCS 5/16-108.5(c)(4)(F) if they exceed the minimum amounts stated in that subsection applicable to each Utility.

c. COVID-19 Direct Costs are direct costs resulting from the Emergency Interim Order, obligations to accommodate the Governor's Emergency Orders to control the spread of the COVID-19 pandemic, and any other reasonable measures taken by the Utility in response to the COVID-19 pandemic. These costs must be tracked to allow a meaningful future reasonableness and prudence review. They include, but are not limited to:

i. one-time costs and cost reductions, such as information technology changes needed to enact this Stipulation, set up for remote work options (e.g., servers, software, computer equipment) and signage; and

ii. ongoing costs and cost reductions, such as incremental administration costs associated with programs provided in this Stipulation, communications for remote operations, communications with the public, regulatory compliance costs, cleaning supplies and services, PPE, employee benefits and accommodations, contact tracing, and medical testing to the extent not paid by or covered by insurance.

d. COVID-19 Direct Offsets are credits, payments, or other benefits received by the Utility from the federal, state, or local government as assistance for, reimbursement for, or to otherwise pay for or reduce a COVID-19 Direct Cost, including federal, state, or local tax credits that are directly related to COVID-19 Direct Costs.

e. Nothing shall prevent parties from identifying and reviewing in the appropriate proceeding(s) COVID-19 related tax changes to ensure that they are properly reflected in the rates paid by customers.

23. COVID-19 Cost Reporting

a. The Electric Formula Rate Utilities will publicly report to the Commission its COVID-19 Related Costs in Docket No. 20-0309, categorized as COVID-19 Direct Costs and COVID-19 Direct Offsets, and to the extent reasonably possible, broken-down by cost subcategory and the funding and disbursements for the Electric Formula Rate Utilities' Bill Payment Assistance program.

b. Reports will be provided no later than thirty (30) days after the close of each quarter, with cost information for the previous quarter. The first report will be for the period beginning March 1, 2020 and ending June 30, 2020. Reports will be required until the quarter ending December 31, 2022, unless extended by the Commission.

24. Uncollectible Riders and Account 904

a. Electric Formula Rate Utilities with an uncollectibles rider subject to 220 ILCS 5/16-111.8 that calculates uncollectible amounts using net write-offs should be permitted to switch from using net write-offs to using uncollectible accounts expense as set forth in FERC Account 904 for any uncollectible amounts accrued the 1st of the month of the Order through December 31, 2020, for collection through the uncollectible rider during the period June, 2021 to May 31, 2022.

25. COVID-19 Residential Bill Payment Assistance Program for Electric Formula Rate Utilities

a. Each Electric Formula Rate Utility shall create a residential payment assistance program (COVID-19 Bill Payment Assistance Program) in order to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. By providing bill payment assistance to eligible residential customers, the Electric Formula Rate Utilities intend to slow the growth and ultimately minimize the total amount of arrearages and reduce the uncollectible costs recovered from residential customers through the utilities' rates. These conclusions have been reached after consideration and assessment of the facts and options available at this time. Each Electric Formula Rate Utility has identified the amount of funding that the Utility will apply towards the COVID-19 Bill Payment Assistance Program in separate addenda; to the extent available, additional detail regarding the Utility's COVID-19 Bill Payment Assistance Program, including the administration, term, eligibility, cost recovery and application, is also provided in the separate addenda.

b. The Bill Payment Assistance Program costs will be recovered through each Electric Formula Rate Utility's uncollectible rider, specifically from residential customers; only residential customers are eligible to participate in the Bill Payment Assistance Program, starting in July 2020 or as soon as practicable.

c. As soon as practicable, but no more than thirty (30) days after the Order is issued in this Proceeding, each Electric Formula Rate Utility shall file, as

a compliance filing in this Proceeding, a public report that identifies the manner in which the COVID-19 Bill Payment Assistance Program amounts will be distributed to eligible customers. Further details of each Utility's COVID-19 Bill Payment Assistance Program are provided in separate addenda.

Enforceability Terms

26. Stipulation Parties will support this Stipulation and urge its acceptance by the Commission, including, but not limited to, in their testimony, pleadings, and other legal briefs filed in this Proceeding, and on any rehearing or appeal of the Commission's Order in this Proceeding.

27. Stipulation Parties will not oppose, via rehearing, appeal, or otherwise, the Commission's Order adopting this Stipulation.

28. The terms, including all paragraphs and subparagraphs, of this Stipulation are not severable. If any terms are not adopted by the Commission in whole, are adopted by the Commission on an otherwise modified basis, or are subsequently vacated by the Commission or a court, the entire Stipulation is null and void.

29. Stipulation Parties agree that this Stipulation and all of its terms accord with public policy and Section 1-102 of the Public Utilities Act.

30. No provision or provisions of this Stipulation are in derogation of the Commission's authority as conferred by the Public Utilities Act or any other statute of this State, nor shall any provision of this Stipulation be construed or interpreted as limiting the Commission's ability or authority to take such action or enter such order in this Proceeding as it is authorized by law to take or enter, or that the public safety, health or welfare may in the Commission's view require.

31. Stipulation Parties agree that an electronic signature shall be regarded as an original signature and that this Stipulation may be executed in counterparts.

Exhibit 1

1. The number of customers, by customer class;
2. The number of customers, by customer class, disconnected during the period;
3. The number of customers, by customer class, receiving disconnection notices during the period;
4. The number of customers, by customer class, assessed late payment fees or charges during the period;
5. The number of customers, by customer class, taking service at the beginning of the period under existing deferred payment arrangements;
6. The number of customers by customer class, completing deferred payment arrangements during the period;
7. The number of customers, by customer class, enrolling in new deferred payment arrangements during the period;
8. The number of customers, by customer class, renegotiating deferred payment arrangements during the period;
9. The number of customers taking service at the beginning of the period under existing medical payment arrangements;
10. The number of customers completing medical payment arrangements during the period;
11. The number of customers enrolling in new medical payment arrangements during the period;
12. The number of customers renegotiating medical payment arrangements plans during the period;
13. The number of by customers, by customer class, with required deposits with the company at the beginning of the period;
14. The number of customers, by customer class, required to submit new deposits or increased deposits during the period;
15. The number of customers, by customer class, whose required deposits were reduced in part or foregone during the period; and
16. The number of customers, by customer class, whose deposits were returned in full during the period.

ADDENDUM 1

ComEd's COVID-19 Bill Payment Assistance Program

Program Summary. This residential customer bill payment assistance program ("Bill Payment Assistance Program" or "Program") is intended to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. The primary purpose of this program is to provide a safety net to residential customers at a time when the extent of economic damage caused by COVID-19 remains unknown. Because it is anticipated that there will be ongoing effects from COVID-19, which residential customers may become eligible for this bill payment assistance program in the future is unknown. By providing bill payment assistance to eligible residential customers, the intent is to slow the growth and ultimately minimize the total amount of arrearages deemed uncollectible, benefiting residential customers broadly in the longer term. These conclusions have been reached after consideration and assessment of the facts and options available at this time. Joint Consumer Parties will support recovery of expenses for the program as set forth in the Commission's order.

1. Administration: The program will be administered through ComEd's credit and collections process, with the bill payment assistance applied at the time an eligible customer, as defined in Section 3, applies with ComEd for the Program during the Program Term, as defined in Section 2.
2. Term: The debt forgiveness program, as described in more detail below, would run through the "Program Term". The Program Term begins as soon as practicable, but no later than August 1, 2020. The Program Term ends the earlier of (1) December 31, 2020 or (2) when the program funds are exhausted.
3. Eligibility: Residential customers who meet the eligibility criteria described below may participate in the Program:
 - a. LIHEAP-qualified residential customers with an arrearage on their ComEd account; or
 - b. Residential customers who have an arrearage on their ComEd account, who are at or below 150% FPL, and who are unable to qualify for LIHEAP assistance. Up to 25% of the Program's total funds will be allocated to this subgroup of eligible residential customers.
4. Program Description: Arrearage forgiveness of up to \$500 or the outstanding arrearage, whichever is less, would be applied to the customer accounts of those residential customers meeting the eligibility criteria provided in Sections 3.a and b. Those eligible customers as described in Paragraph 3.a would first apply for LIHEAP DVP/reconnection assistance grants, and then ComEd would apply the debt forgiveness amount to the remaining balance, up to \$500, to the customer's account. If the LIHEAP payment and Program debt forgiveness amount applied

wipes out all arrearages, the customer would start next month's billing with a clean slate. If the LIHEAP and Program bill assistance program amounts still leave an arrearage, a DPA would be established based on that reduced amount. In this way, the bill assistance program would help increase the likelihood of successfully completing the new DPAs.

5. Cost Recovery/Program Cost: The Program costs would be recovered through ComEd's uncollectible riders (Rider UF), specifically from residential customers, starting in July 2020 or as soon as practicable. Only residential customers as described in Sections 3.a and b are eligible to participate in the Program.
 - a. ComEd will create or update all applicable tariffs and riders to collect an amount equal to half of the amount of net-charge offs from the calendar year previous to the Order that is recoverable under its uncollectible rider. Therefore, ComEd's total Program funding would be approximately \$18 million.
 - b. ComEd will begin recovering funding for the Program in rates commencing July 2020, or as soon as practicable.
 - c. Program administration and customer communication costs will be tracked as COVID-19 Direct Costs, and recovered in accordance with Paragraph 22.
6. Application of Program Funds: The Bill Payment Assistance Program funds would be applied as follows:
 - a. Residential customers who meet the eligibility criteria described above in Section 3.
 - i. Customers will receive Program assistance in the order in which they contact ComEd (first-come, first-served) until the Program Term ends.
 - ii. Customers may only receive the Program assistance one time during the Program Term.
 - b. Any Program funds remaining on December 31, 2020 will be retained by ComEd to support residential low-income bill assistance programs, up to the amount of remaining funds. No later than December 1, 2020, ComEd will notify Staff and the Joint Consumer Parties (1) if any Program funds are expected to remain on December 31, 2020, and if any such funds are expected to remain, to (2) convene a meeting to consult with Joint Consumer Parties regarding the residential low-income bill assistance program that will receive the excess funds.

ADDENDUM 2a

Ameren Illinois Company's COVID-19 Bill Payment Assistance Program – Electric

Program Summary. This residential customer bill payment assistance program (Ameren Illinois' COVID-19 Bill Payment Assistance Program or “Bill Payment Assistance Program”) is intended to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. The primary purpose of this program is to provide a safety net to residential customers at a time when the extent of economic damage caused by COVID-19 remains unknown. By providing bill payment assistance to eligible residential customers, the intent is to slow the growth and ultimately minimize the total amount of arrearages deemed uncollectible, benefiting residential customers broadly in the longer term. These conclusions have been reached after consideration and assessment of the facts and options available at this time. Joint Consumer Parties will support recovery of expenses for the program as set forth in the Commission’s order.

a. Administration: Ameren Illinois will take a two-pronged approach in an effort to reach both low and moderate income customers. The low income program will be administered through Ameren Illinois' credit and collections process, with the bill payment assistance applied at the time the low income customer, as defined in 83 Ill. Admin. Code 280.20, applies with the utility for the Bill Payment Assistance Program during the Program Term. A program for moderate income customers (150-300% FPL) and customers up to 150% FPL but who are not LIHEAP eligible will be administered through Ameren Illinois' existing framework of social service agencies.

b. Program Term: The bill payment assistance programs, as described in more detail below, would run through the “Program Term”, which is defined as the latter of (1) the end of the 2021 LIHEAP Program Year or (2) the program funds are exhausted.

c. Forgiveness Amounts: For the low income program, forgiveness of up to \$400 or the outstanding arrearage, whichever is less, would be applied to low income-qualified residential customers. Under this definition, PIPP customers who have fallen behind on their monthly payments would also qualify for this program. For the moderate income and non-LIHEAP eligible low income program, forgiveness of up to \$200 or the outstanding arrearage, whichever is less, would be applied to the customer's account. As is the case in either program, any remaining arrearage could be covered by a DPA and the bill payment assistance program would serve to increase the likelihood of successful completion.

d. Cost Recovery/Program Cost: The program costs would be recovered through Ameren Illinois uncollectible riders (Rider EUA), specifically from residential customers; only residential customers are eligible to participate in the Bill Payment Assistance Program.

i. Ameren Illinois will apply an amount of \$5 million to the COVID-19 Bill Payment Assistance Program, which is approximately half of the amount of 2019 net-charge offs attributable to residential customers recoverable under its uncollectible rider. Ameren Illinois will create or update all applicable tariffs to collect this funding level.

ii. Program funds will be 85% allocated to the low income program and 15% to the moderate income/low income non-LIHEAP eligible program.

iii. Ameren Illinois will begin recovering funding for the COVID-19 Debt Forgiveness Program in rates commencing July 2020, or as soon as practicable, through the following May.

iv. COVID-19 Bill Payment Assistance Program administration and customer communication costs will be tracked as COVID-19 Direct Costs, and recovered in accordance with Paragraph 22 of the Stipulation.

e. Application of Bill Payment Assistance Funds: The bill payment assistance funds would be applied as follows:

i. Residential customers who meet the eligibility criteria for both programs described above will receive Bill Payment Assistance Program funds in the order in which they make the application (first-come, first-served) until the Program Term ends. Customers may only receive this Bill Payment Assistance Program assistance one time during the Program Term.

ADDENDUM 2b

Ameren Illinois Company's COVID-19 Bill Payment Assistance Program – Gas

Program Summary. This residential customer bill payment assistance program (Ameren Illinois' COVID-19 Bill Payment Assistance Program or “Bill Payment Assistance Program”) is intended to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. The primary purpose of this program is to provide a safety net to residential customers at a time when the extent of economic damage caused by COVID-19 remains unknown. By providing bill payment assistance to eligible residential customers, the intent is to slow the growth and ultimately minimize the total amount of arrearages deemed uncollectible, benefiting residential customers broadly in the longer term. These conclusions have been reached after consideration and assessment of the facts and options available at this time. Joint Consumer Parties will support recovery of expenses for the program as set forth in the Commission’s order.

a. Administration: Ameren Illinois will take a two-pronged approach in an effort to reach both low and moderate income customers. The low income program will be administered through Ameren Illinois' credit and collections process, with the bill payment assistance applied at the time the low income customer, as defined in 83 Ill. Admin. Code 280.20, applies with the utility for the Bill Payment Assistance Program during the Program Term. A program for moderate income customers (150-300% FPL) and customers up to 150% FPL but who are not LIHEAP eligible will be administered through Ameren Illinois' existing framework of social service agencies.

b. Program Term: The bill pay assistance programs, as described in more detail below, will run through the “Program Term”, which is defined as the later of (1) the end of the 2021 LIHEAP Program Year or (2) the program funds are exhausted.

c. Bill Payment Assistance Amounts: For the low income program, bill pay assistance of up to \$300 or the outstanding arrearage, whichever is less, would be applied to low income-qualified residential customers. Under this definition, PIPP customers who have fallen behind on their monthly payments would also qualify for this program. For the moderate income and non-LIHEAP eligible low income program, bill payment assistance of up to \$150 or the outstanding arrearage, whichever is less, would be applied to the customer's account. As is the case in either program, any remaining arrearage could be covered by a DPA and the bill pay assistance program would serve to increase the likelihood of successful completion.

d. Cost Recovery/Program Cost: The costs of the COVID-19 Bill Pay Assistance Program will be recovered through Ameren Illinois' Special Purpose Rider as set forth in the Stipulation, specifically from residential customers as only

residential customers are eligible to participate in the COVID-19 Bill Pay Assistance Program.

i. Ameren Illinois will apply an amount of \$3 million to the COVID-19 Bill Payment Assistance Program, which is approximately half of the amount of 2019 net-charge offs attributable to residential customers recoverable under its uncollectible rider.

ii. Program funds will be 85% allocated to the low income program and 15% to the moderate income/low income non-LIHEAP eligible program.

iii. COVID-19 Bill Payment Assistance Program administration and customer communication costs will be tracked as COVID-19 Direct Costs, and recovered in accordance with Paragraph 16 of the Stipulation.

e. Application of Bill Pay Assistance Funds: The bill pay assistance funds would be applied as follows:

i. Residential customers who meet the eligibility criteria for both programs described above will receive Bill Payment Assistance Program assistance in the order in which they make the application (first-come, first-served) until the Program Term ends or funds are depleted. Customers may only receive this Bill Payment Assistance Program assistance one time during the Program Term.

ADDENDUM 3

Aqua Illinois, Inc.'s COVID-19 Bill Payment Assistance Program

Program Summary: Aqua Illinois, Inc.'s (Aqua) COVID-19 Bill Payment Assistance Program is a residential customer bill payment assistance program intended to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. The primary purpose of the program is to provide a safety net to residential customers at a time when the extent of economic damage caused by COVID-19 remains unknown.

Administration: The COVID-19 Bill Payment Assistance Program will be administered as a part of the Aqua Aid program, an existing bill payment assistance program created by Aqua Illinois, Inc. and Illinois' Salvation Army agencies and administered by the Salvation Army. COVID-19 Bill Payment Assistance will be available when an eligible residential customer successfully applies with the Salvation Army for Aqua Aid.

Program Funding: Within 30 days of the Commission's Order in this Proceeding, Aqua will provide an Initial Funding Amount to Aqua Aid, for administration by the Salvation Army, of approximately \$198,750, which represents twenty-five (25%) of the authorized level of uncollectibles expense (residential water and wastewater service) in Aqua's last rate case. Aqua will provide ongoing quarterly or more frequent Subsequent Funding Amounts, if necessary, up to an annualized dollar amount equal to the authorized level of uncollectibles expense, net of the Initial Funding Amount, to ensure that sufficient funds are available to be used for the COVID-19 Bill Payment Assistance Program during the Term. Any funding amounts that Aqua provides to Aqua Aid pursuant to the COVID-19 Bill Payment Assistance Program in excess of actual amounts used to assist customers and program administration fees during the Term will remain with Aqua Aid to assist customers in future periods until the amounts are exhausted.

Term: The COVID-19 Bill Payment Assistance Program will continue from the date that Aqua provides the Initial Funding Amount to Aqua Aid until the COVID-19 Bill Payment Assistance Funding Amounts are exhausted.

Eligibility: Bill payment assistance of up to \$150 for single service (water or sewer service) customers or \$250 for a combined (water and sewer service) customers or total outstanding arrearage, whichever is less, to the extent COVID-19 Bill Payment Assistance Program funds remain available, will be applied to an eligible customer's account. An eligible customer is a residential customer who applies for bill payment assistance from Aqua Aid through the Salvation Army and who is approved. Aqua Illinois will apply bill payment assistance of up to \$250 to the balance due Aqua and, ultimately, the customer's account. If the COVID-19 Bill Payment Assistance Program assistance applied to a customer's account eliminates all arrearages, the customer will start the next month's billing with a current account. If, after application of the COVID-19 Bill Payment Assistance Program assistance, an arrearage remains on the customer's account, Aqua

will work with the customer to establish a Deferred Payment Arrangement (DPA), consistent with the terms of Paragraph 8 of this Stipulation, based on the reduced account balance. In this way, the COVID-19 Bill Payment Assistance Program will help increase a customer's likelihood of successfully completing a DPA and reduce Aqua's uncollectible expense.

Program Cost Recovery: COVID-19 Bill Payment Assistance Program Amounts will be recovered, along with other COVID-19 Related Costs, through the COVID-19 Special Purpose Rider as set forth in Stipulation Paragraph 16, 17, and 19. Total COVID-19 Bill Payment Assistance Program Amounts recoverable through the COVID-19 Special Purpose Rider will be the Initial Funding Amount and any Subsequent Funding Amounts that Aqua provides to Aqua Aid, inclusive of any program administration fees, for the COVID-19 Bill Payment Assistance Program, up to an annualized dollar amount equal to the authorized level of uncollectibles expense (residential water and wastewater service) in Aqua's last rate case, as provided above. Aqua will work with Staff and a designated representative of the Joint Consumer Parties to identify reporting in addition to the Monthly Credit and Collections Data Reporting and COVID-19 Related Costs Reporting required by Paragraphs 12 and 18, respectively, of the Stipulation in the event that the total of the Initial Funding Amount and any Subsequent Funding Amounts exceeds fifty percent (50%) of the authorized level of uncollectibles expense (residential water and wastewater service) in Aqua's last rate case, and at each twenty-five percent (25%) increment thereafter up to the total funding level, to ensure that the COVID-19 Bill Payment Assistance Program is operating as intended.

The COVID-19 Bill Payment Assistance Program Amounts, including the Initial Funding Amount and any Subsequent Funding Amounts, will be recovered through the COVID-19 Special Purpose Rider from the same customer classes who are eligible for COVID-19 Bill Payment Assistance Program assistance, and thus specifically allocated to residential customers. Aqua's agreement to establish a COVID-19 Bill Payment Assistance Program to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic shall not be construed as a waiver of Aqua's right under Section 9-220.2 of the Public Utilities Act, 220 ILCS 5/9-220.2(a)(iii), to file a tariff requesting a surcharge that provides for recovery of costs that fluctuate for reasons beyond Aqua's control or are difficult to predict, including uncollectibles expense resulting from COVID-19, so long as such costs are not already recoverable through the COVID-19 Special Purpose Rider provided for in Stipulation Paragraphs 16, 17, and 19.

Application of COVID-19 Bill Payment Assistance Funds: COVID-19 Bill Payment Assistance Program assistance will be applied as determined by the criteria for bill payment assistance under the Aqua Aid program. Eligible customers may only receive COVID-19 Bill Payment Assistance Program assistance one time during the Term. If any COVID-19 Bill Payment Assistance Amounts remain at the end of the Term, the remaining amounts will remain in the Aqua Aid account to support low income customers until such amounts are depleted.

ADDENDUM 4

Illinois-American Water Company's COVID-19 Bill Payment Assistance Program

- **Program Summary:** Illinois-American Water Company's (IAWC) COVID-Bill Payment Assistance Program is a residential customer bill payment assistance program intended to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. The primary purpose of this program is to provide a safety net to residential customers at a time when the extent of economic damage caused by COVID-19 remains unknown.
- **Administration:** The program will be administered through the H2O Help to Others program, an existing emergency assistance program created by Illinois American Water and Illinois' Salvation Army agencies. Bill payment assistance will be available when an eligible residential customer applies with the Salvation Army for the H2O program.
- **Program Funding:** IAWC will provide, within 30 days of the Commission's Order in this Proceeding, an Initial Funding Amount to the Salvation Army of approximately \$668,000, which represents twenty-five (25%) of the authorized level of residential uncollectible expense included in the IAWC's last rate case. Ongoing quarterly or more frequent Subsequent Funding Amounts will be made, if necessary, up to an annualized dollar amount equal to the last rate case authorized uncollectible expense amount, in order to ensure that sufficient funds are available to be used for COVID-19 Bill Payment Assistance during the subsequent quarter.

Any funding that IAWC provides to the Salvation Army for the COVID-19 Bill Payment Assistance Program in excess of the funds used to assist customers and administrative fees during the Term shall remain with the Salvation Army for use to assist customers in future periods until the funds are exhausted.

- **Term:** The COVID-19 Bill Payment Assistance Program will continue from the date the Initial Funding Amount is provided until the end of the COVID-19 Bill Payment Assistance Funding Amounts are exhausted.
- **Eligibility:** Forgiveness of up to \$200 or outstanding arrearage, whichever is less, will be available to residential customers. Eligible customers can apply for assistance from the Salvation Army, and then the Salvation Army will apply the bill payment assistance to the remaining balance, up to \$200, to the utility and, ultimately, the customer's account. If the H2O payment assistance applied eliminates all arrearages, the customer will start next month's billing with a current account. If the H2O assistance still leaves an arrearage, IAWC will work with the customer to establish a Deferred Payment Arrangement (DPA), consistent with the terms of Paragraph 8 of

this Stipulation, based on that reduced balance. In this way, the COVID-19 Bill Payment Assistance Program, will help increase the customer's likelihood of successfully completing the new DPA and reduce IAWC's uncollectible expense.

- **Program Cost Recovery:** COVID-19 Bill Payment Assistance Program Amounts will be recovered, along with other COVID-19 Related Costs, through the COVID-19 Special Purpose Rider as set forth in Stipulation Paragraphs 16, 17, and 19. Total COVID-19 Bill Payment Assistance Program Amounts recoverable through the COVID-19 Special Purpose Rider will be the Initial Funding Amount and any Subsequent Funding Amounts provided to the Salvation Army, including Program administration fees, for the COVID-19 Bill Payment Assistance Program, up to an annualized dollar amount equal to the authorized level of uncollectibles expense (residential water and wastewater service) in IAWC's last rate case, as provided above. IAWC will work with Staff and a designated representative of the Joint Consumer Parties to identify reporting in addition to the Monthly Credit and Collections Data Reporting and COVID-19 Related Costs Reporting required by Paragraphs 12 and 18, respectively, of the Stipulation in the event that the total of the Initial Funding Amount and any Subsequent Funding Amounts exceeds fifty percent (50%) of the authorized level of uncollectibles expense in IAWC's last rate case, and at each twenty-five percent (25%) increment thereafter up to the total funding level, to ensure that the COVID-19 Bill Payment Assistance Program is operating as intended.

The COVID-19 Bill Payment Assistance Program Amounts, including the Initial Funding Amount, will be paid for by the same customer classes who are eligible for the COVID-19 Bill Payment Assistance Program, specifically allocated to residential customers. IAWC's agreement to establish a COVID-19 Bill Payment Assistance Program to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic shall not be construed as a waiver of IAWC's right under Section 9-220.2 of the Public Utilities Act, 220 ILCS 5/9-220.2(a)(iii), to file a tariff requesting a surcharge that provides for recovery of costs that fluctuate for reasons beyond IAWC's control or are difficult to predict, including uncollectibles expense resulting from COVID-19, so long as such costs are not already recoverable through the COVID-19 Special Purpose Rider provided for in Stipulation Paragraphs 16, 17, and 19.

- **Application of COVID-19 Bill Payment Assistance Funds:** The COVID-19 Bill Payment Assistance Program funds will be applied as determined by the Salvation Army's criteria for assistance under the H2O program. Customers may only receive COVID-19 Bill Payment Assistance Program assistance one time during the Term. If any COVID-19 Bill Payment Assistance Program funds remain at the end of the Term, the Salvation Army will use any and all remaining funds to support the H2O assistance program until such funds are depleted.

ADDENDUM 5

Utility Services of Illinois, Inc.'s COVID-19 Bill Payment Assistance Program

Program Summary: Utility Services of Illinois, Inc.'s (USI) COVID-19 Bill Payment Assistance Program is a residential customer bill payment assistance program intended to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. The primary purpose of the program is to provide a safety net to residential customers at a time when the extent of economic damage caused by COVID-19 remains unknown.

Administration: The program will be administered by USI.

Program Funding: USI will identify, within 30 days of the Commission's Order in this Proceeding, an Initial Funding Amount of \$19,500, which represents twenty-five (25%) of the authorized level of uncollectibles expense (residential water and wastewater service) in USI's last rate case. USI will identify ongoing quarterly or more frequent Subsequent Funding Amounts, if necessary, up to an annualized dollar amount equal to the authorized level of uncollectibles expense, net of the Initial Funding Amount, to ensure that sufficient funds are available to be used for the COVID-19 Bill Payment Assistance Program during the Term.

Term: The COVID-19 Bill Payment Assistance Program will continue from the date USI identifies the Initial Funding Amount until the COVID-19 Bill Payment Assistance Funding Amounts are exhausted.

Eligibility: Forgiveness of up to \$75 for single service (water or sewer service) customers or \$150 for combined service (water and sewer service) customers, or total outstanding arrearage, whichever is less, and to the extent COVID-19 Bill Payment Assistance Program funds are available, will be provided to eligible customers. Eligible customers are those residential customers who contact USI for bill payment assistance and who express financial hardship as a result of the COVID-19 pandemic, as determined by criteria for assistance to be established by USI in consultation with Commission Staff and the Office of the Attorney General. If the COVID-19 Bill Payment Assistance Program assistance applied to a residential customer's account eliminates all arrearages, the customer will start the next month's billing with a current account. If, after the application of COVID-19 Bill Payment Assistance Program assistance, an arrearage remains on the customer's account, USI will work with the customer to establish a Deferred Payment Arrangement (DPA), consistent with the terms of Paragraph 8 of this Stipulation, based on the reduced account balance. In this way, the COVID-19 Bill Payment Assistance Program will help increase a customer's likelihood of successfully completing a DPA and reduce USI's uncollectible expense.

Program Cost Recovery: COVID-19 Bill Payment Assistance Program Amounts will be recovered, along with other COVID-19 Related Costs, through the COVID-19 Special Purpose Rider as set forth in Stipulation Paragraphs 16, 17, and 19. The total COVID-19

Bill Payment Assistance Program Amounts recoverable through the COVID-19 Special Purpose Rider will be the Initial Funding Amount and any Subsequent Funding Amounts that USI identifies for the COVID-19 Bill Payment Assistance Program, up to an annualized dollar amount equal to the authorized level of uncollectibles expense (residential water and wastewater service) in USI's last rate case, as provided above. USI will work with Staff and a designated representative of the Joint Consumer Parties to identify reporting in addition to the Monthly Credit and Collections Data Reporting and COVID-19 Related Costs Reporting required by Paragraphs 12 and 18, respectively, of the Stipulation in the event that the total of the Initial Funding Amount and any Subsequent Funding Amounts exceeds fifty percent (50%) of the authorized level of uncollectibles expense in USI's last rate case, and at each twenty-five percent (25%) increment thereafter up to the total funding level, to ensure that the COVID-19 Bill Payment Assistance Program is operating as intended.

The COVID-19 Bill Payment Assistance Program Amounts, including the Initial Funding Amount, will be recovered from the same customer classes who are eligible for the COVID-19 Bill Payment Assistance Program, and thus specifically allocated to residential customers. USI's agreement to establish a COVID-19 Bill Payment Assistance Program to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic shall not be construed as a waiver of USI's right under Section 9-220.2 of the Public Utilities Act, 220 ILCS 5/9-220.2(a)(iii), to file a tariff requesting a surcharge that provides for recovery of costs that fluctuate for reasons beyond USI's control or are difficult to predict, including uncollectibles expense resulting from COVID-19, so long as such costs are not already recoverable through the COVID-19 Special Purpose Rider provided for in Stipulation Paragraphs 16, 17, and 19.

Application of COVID-19 Bill Payment Assistance Funds: COVID-19 Bill Payment Assistance Program funds will be applied to eligible customers' accounts. Eligible customers may only receive COVID-19 Bill Payment Assistance Program assistance one time during the Term. If any COVID-19 Bill Payment Assistance funds remain at the end of the Term, USI will issue a corresponding bill credit to the same customer classes who are eligible for the COVID-19 Bill Payment Assistance Program, and thus specifically to residential customers.

ADDENDUM 6

Nicor Gas' COVID-19 Bill Payment Assistance Program

Purpose: Nicor Gas' bill payment assistance program (COVID-19 Bill Payment Assistance Program) is intended to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. By providing bill payment assistance to eligible residential customers, the intent is to slow the growth and ultimately minimize the total amount of arrearages deemed uncollectible, benefiting residential customers broadly in the longer term. These conclusions have been reached after consideration and assessment of the facts and options available at this time. Joint Consumer Parties support recovery of expenses for the program as set forth in the Stipulation.

In addition, in connection with the execution of the Stipulation, Joint Consumer Parties and Nicor Gas agree upon the following terms of Nicor Gas' COVID-19 Bill Payment Assistance Program:

- **Term:** Nicor Gas' COVID-19 Bill Payment Assistance Program will run until the program funds are exhausted.
- **Program Cost:** Nicor Gas will apply an amount of \$7.5 million to the COVID-19 Bill Payment Assistance Program, which is approximately half of the amount of 2019 net-charge offs attributable to residential customers recoverable under its uncollectible rider.
- **Cost Recovery:** The costs of the COVID-19 Bill Payment Assistance Program will be recovered through Nicor Gas' Special Purpose Rider as set forth in the Stipulation, specifically from residential customers as only residential customers are eligible to participate in the COVID-19 Bill Payment Assistance Program.
- **Funding Allocation:** Nicor Gas will allocate a portion of the COVID-19 Bill Payment Assistance Program funds to LIHEAP-qualified residential customers and a portion to residential customers who are up to 300% of the FPL and will be qualified through the Nicor Gas Sharing Program administered by the Salvation Army.

The remaining details of Nicor Gas' COVID-19 Bill Payment Assistance Program, including the administration, customer eligibility, and application of funds, will be identified in the compliance filing after consultation and agreement with Joint Consumer Parties described in Paragraph 17.c of the Stipulation.

ADDENDUM 7

North Shore Gas Company COVID-19 Bill Payment Assistance Program

Purpose: The North Shore Gas Company (“North Shore”) bill payment assistance program (COVID-19 Bill Payment Assistance Program) is intended to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. By providing bill payment assistance to eligible residential customers, the intent is to slow the growth and ultimately minimize the total amount of arrearages deemed uncollectible, benefiting residential customers broadly in the longer term. These conclusions have been reached after consideration and assessment of the facts and options available at this time. Joint Consumer Parties support recovery of expenses for the program as set forth in the Stipulation.

In addition, in connection with the execution of the Stipulation, Joint Consumer Parties and North Shore agree upon the following terms of North Shore’ COVID-19 Bill Payment Assistance Program:

- **Term:** North Shore’ COVID-19 Bill Payment Assistance Program will run until the program funds are exhausted.
- **Program Cost:** North Shore will apply an amount of \$1.175 million to the COVID-19 Bill Payment Assistance Program.
- **Cost Recovery:** The costs of the COVID-19 Bill Payment Assistance Program will be recovered through North Shore’ Special Purpose Rider as set forth in the Stipulation, specifically from residential customers as only residential customers are eligible to participate in the COVID-19 Bill Payment Assistance Program.
- **Funding Allocation:** North Shore will allocate a portion of the COVID-19 Bill Payment Assistance Program funds to LIHEAP-qualified residential customers and a portion to residential customers who are up to 300% of the FPL and will be qualified through the North Shore’ Share the Warmth Program administered by the Community Action Partnership of Lake County.

The remaining details of North Shore’ COVID-19 Bill Payment Assistance Program, including the administration, customer eligibility, and application of funds, will be identified in the compliance filing after consultation and agreement with Joint Consumer Parties described in Paragraph 17.c of the Stipulation.

ADDENDUM 8

The Peoples Gas Light and Coke Company COVID-19 Bill Payment Assistance Program

Purpose: The Peoples Gas Light and Coke (“Peoples Gas”) bill payment assistance program (COVID-19 Bill Payment Assistance Program) is intended to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. By providing bill payment assistance to eligible residential customers, the intent is to slow the growth and ultimately minimize the total amount of arrearages deemed uncollectible, benefiting residential customers broadly in the longer term. These conclusions have been reached after consideration and assessment of the facts and options available at this time. Joint Consumer Parties support recovery of expenses for the program as set forth in the Stipulation.

In addition, in connection with the execution of the Stipulation, Joint Consumer Parties and Peoples Gas agree upon the following terms of Peoples Gas’ COVID-19 Bill Payment Assistance Program:

- **Term:** Peoples Gas’ COVID-19 Bill Payment Assistance Program will run until the program funds are exhausted.
- **Program Cost:** Peoples Gas will apply an amount of \$12 million to the COVID-19 Bill Payment Assistance Program.
- **Cost Recovery:** The costs of the COVID-19 Bill Payment Assistance Program will be recovered through Peoples Gas’ Special Purpose Rider as set forth in the Stipulation, specifically from residential customers as only residential customers are eligible to participate in the COVID-19 Bill Payment Assistance Program.
- **Funding Allocation:** Peoples Gas will allocate a portion of the COVID-19 Bill Payment Assistance Program funds to LIHEAP-qualified residential customers and a portion to residential customers who are up to 300% of the FPL and will be qualified through the Peoples Gas’ Share the Warmth Program administered by the Cook County Economic Development Association.

The remaining details of Peoples Gas’ COVID-19 Bill Payment Assistance Program, including the administration, customer eligibility, and application of funds, will be identified in the compliance filing after consultation and agreement with Joint Consumer Parties described in Paragraph 17.c of the Stipulation.

Ameren Illinois Company d/b/a Ameren Illinois

By: Theresa A. Shaw

Name: Theresa A. Shaw

Title: SVP, Regulatory Affairs and Financial Services

Date: June 10, 2020

Aqua Illinois, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Commonwealth Edison Company

By: _____

Name: _____

Title: _____

Date: _____

Illinois-American Water Company

By: _____

Name: _____

Title: _____

Date: _____

Northern Illinois Gas Company d/b/a Nicor Gas Company

By: _____

Name: _____

Title: _____

Date: _____

North Shore Gas Company and The Peoples Gas Light & Coke Company

By: _____

Name: _____

Title: _____

Date: _____

Ameren Illinois Company d/b/a Ameren Illinois

By: _____

Name: _____

Title: _____

Date: _____

Aqua Illinois, Inc.



By: _____

Name: Craig L. Blanchette

Title: President

Date: June 10, 2020

Commonwealth Edison Company

By: _____

Name: _____

Title: _____

Date: _____

Illinois-American Water Company

By: _____

Name: _____

Title: _____

Date: _____

Northern Illinois Gas Company d/b/a Nicor Gas Company

By: _____

Name: _____

Title: _____

Date: _____

North Shore Gas Company and The Peoples Gas Light & Coke Company

By: _____

Name: _____

Title: _____

Date: _____

Ameren Illinois Company d/b/a Ameren Illinois

By: _____

Name: _____

Title: _____

Date: _____

Aqua Illinois, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Commonwealth Edison Company



By: _____

Name: Jane Park

Title: SVP, Customer Operations

Date: June 10, 2020

Illinois-American Water Company

By: _____

Name: _____

Title: _____

Date: _____

Northern Illinois Gas Company d/b/a Nicor Gas Company

By: _____

Name: _____

Title: _____

Date: _____

North Shore Gas Company and The Peoples Gas Light & Coke Company

By: _____

Name: _____

Title: _____

Date: _____

Ameren Illinois Company d/b/a Ameren Illinois

By: _____

Name: _____

Title: _____

Date: _____

Aqua Illinois, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Commonwealth Edison Company

By: _____

Name: _____

Title: _____

Date: _____

Illinois-American Water Company

By: Justin L. Ladner

Name: Justin L. Ladner

Title: President IL American Water

Date: June 10, 2020

Northern Illinois Gas Company d/b/a Nicor Gas Company

By: _____

Name: _____

Title: _____

Date: _____

North Shore Gas Company and The Peoples Gas Light & Coke Company

By: _____

Name: _____

Title: _____

Date: _____

Ameren Illinois Company d/b/a Ameren Illinois

By: _____

Name: _____

Title: _____

Date: _____

Aqua Illinois, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Commonwealth Edison Company

By: _____

Name: _____

Title: _____

Date: _____

Illinois-American Water Company

By: _____

Name: _____

Title: _____

Date: _____

Northern Illinois Gas Company d/b/a Nicor Gas Company

By: Lewis M. Binswanger

Name: Lewis M. BINSWANGER

Title: V.P. EXTERNAL AFFAIRS

Date: JUNE 10, 2020

North Shore Gas Company and The Peoples Gas Light & Coke Company

By: _____

Name: _____

Title: _____

Date: _____

Ameren Illinois Company d/b/a Ameren Illinois

By: _____

Name: _____

Title: _____

Date: _____

Aqua Illinois, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Commonwealth Edison Company

By: _____

Name: _____

Title: _____

Date: _____

Illinois-American Water Company

By: _____

Name: _____

Title: _____

Date: _____

Northern Illinois Gas Company d/b/a Nicor Gas Company

By: _____

Name: _____

Title: _____

Date: _____

North Shore Gas Company and The Peoples Gas Light & Coke Company

By: Robert M. Garvin

Name: Robert M. Garvin

Title: Executive Vice President - External Affairs

Date: June 10, 2020

Utility Services of Illinois, Inc.

Staff of the Illinois Commerce Commission

By: Steven Lubertozi

By: _____

Name: Steven Lubertozi

Name: _____

Title: President

Title: _____

Date: June 10, 2020

Date: _____

Office of the Illinois Attorney General on behalf of the People of the State of Illinois

City of Chicago

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Community Organizing and Family Issues

Citizens Utility Board

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Utility Services of Illinois, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Staff of the Illinois Commerce Commission

By: Christy George

Name: Christy George

Title: Executive Director

Date: June 10, 2020

Office of the Illinois Attorney General on behalf of the People of the State of Illinois

By: _____

Name: _____

Title: _____

Date: _____

City of Chicago

By: _____

Name: _____

Title: _____

Date: _____

Community Organizing and Family Issues

By: _____

Name: _____

Title: _____

Date: _____

Citizens Utility Board

By: _____

Name: _____

Title: _____

Date: _____

Utility Services of Illinois, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Staff of the Illinois Commerce Commission

By: _____

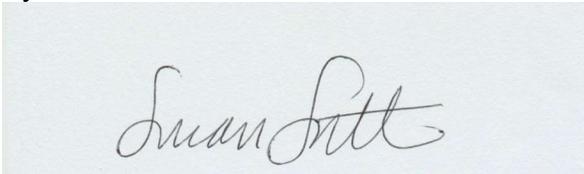
Name: _____

Title: _____

Date: _____

Office of the Illinois Attorney General on behalf of the People of the State of Illinois

By:



Name: Susan L. Satter

Title: Chief, Public Utilities Bureau

Date: June 10, 2020

City of Chicago

By: _____

Name: _____

Title: _____

Date: _____

Community Organizing and Family Issues

By: _____

Name: _____

Title: _____

Date: _____

Citizens Utility Board

By: _____

Name: _____

Title: _____

Date: _____

Utility Services of Illinois, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Office of the Illinois Attorney General on
behalf of the People of the State of
Illinois

By: _____

Name: _____

Title: _____

Date: _____

Community Organizing and Family
Issues

By: _____

Name: _____

Title: _____

Date: _____

Staff of the Illinois Commerce
Commission

By: _____

Name: _____

Title: _____

Date: _____

City of Chicago



By: _____

Name: Jared Policicchio

Title: Supervising Assistant Corporation
Counsel

Date: June 10, 2020

Citizens Utility Board

By: _____

Name: _____

Title: _____

Date: _____

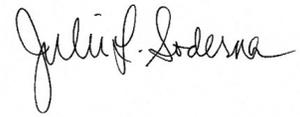
Community Organizing and Family Issues

By: *Karen Lusson*

Name: Karen L. Lusson

Title: Staff Attorney, National Consumer Law Center

Date: June 10, 2020



Julie L. Soderna
General Counsel
CITIZENS UTILITY BOARD
309 W. Washington, Ste. 800
Chicago, IL 60606
(312) 263-4282 x112
(312) 263-4329 fax
jsoderna@citizensutilityboard.org

Legal Aid Society of Metropolitan Family Services

Allen Cherry

By:



Name: Miguel Keberlein

Title: Executive Director

Date:
6/10/20

By: _____

Name: _____

Title: _____

Date: _____

Allen Cherry

Allen Cherry

By - Allen Cherry

Allen Cherry

Intervenor

Date June 10, 2020

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Illinois Commerce Commission	:	
On Its Own Motion	:	
	:	
In the Matter of Moratorium on	:	
Disconnection of Utility Services	:	20-0309
during the Public Health Emergency	:	
Declared on March 9, 2020 pursuant	:	
to Sections 4 and 7 of the Illinois	:	
Emergency Management Agency Act.	:	

Small Utility Proposed Stipulation

Consumers Gas Company (“Consumers Gas”), Illinois Gas Company (“IGC”), Liberty Utilities (Midstates Natural Gas) Corp. (“Liberty”), MidAmerican Energy Company (“MEC”), and Mt. Carmel Public Utility Company (“Mt. Carmel”) (collectively, the “Small Stipulation Utilities,” and each individually, a “Small Stipulation Utility”); the Office of the Attorney General on behalf of the People of the State of Illinois (“AG”), Community Organizing and Family Issues (COFI), the Citizens Utility Board (CUB), and Allen Cherry (collectively, the “Joint Consumer Parties” or “JCP”); and the Staff of the Illinois Commerce Commission (“Staff”) (collectively, the “Stipulation Parties”) enter into this Stipulation to comprehensively resolve the issues in this proceeding as among the Stipulation Parties. Specifically, and without waiving any rights except as indicated in this Stipulation, the Stipulation Parties agree to the following terms.

General Terms and Definitions

1. The Stipulation Parties enter into this Stipulation in recognition of the unprecedented circumstances of the present global COVID-19 pandemic; Illinois Governor J.B. Pritzker’s March 9, 2020 and subsequent Declarations that a public health emergency exists in the State of Illinois within the meaning of the Illinois Emergency Management Agency Act, 20 ILCS 3305/1, *et seq.*, due to the pandemic; the currently unknown duration of the pandemic; the currently unknown ultimate effects of the pandemic on Illinois’ economy, on Illinois public utility customers, Illinois public utilities and their employees, and the costs incurred by Illinois public utilities to provide uninterrupted, essential utility services to customers to maintain public health and safety during the pandemic. That is, the Stipulation Parties enter into this Stipulation as a means to provide specific consumer protections and regulatory clarity on the issues in this Proceeding during a time of great uncertainty.

2. The Stipulation Parties have entered into this Stipulation recognizing that the Small Stipulation Utilities may have different relationships with their customers than

larger utilities due to the small number of customers and local ownership and/or management. The Stipulation Parties also recognize that each of the Small Stipulation Utilities may be able to expand upon the standardized credit and collection practices set forth herein in different ways, which are described for each Small Stipulation Utility in Paragraphs 12 through 16.

3. For purposes of this Stipulation:
 - a. "Commission" means the Illinois Commerce Commission.
 - b. "Proceeding" means Commission Docket No. 20-0309, captioned Illinois Commerce Commission on Its Own Motion, In the Matter of Moratorium on Disconnection of Utility Services during the Public Health Emergency Declared on March 9, 2020 pursuant to Sections 4 and 7 of the Illinois Emergency Management Agency Act.
 - c. "Emergency Interim Order" means the Commission's March 18, 2020 Emergency Interim Order in this Proceeding.
 - d. "Order" means the Commission's order in this Proceeding adopting this Stipulation.
 - e. "Moratorium Period" means the original moratorium period as presented in the Commission's March 18 Emergency Interim Order, and is defined as March 18, 2020 until the approval of this Stipulation by the Commission.
 - f. "Stipulated Moratorium Period" means, for any Small Stipulation Utility, the period from the Commission's entry of the Order approving this Stipulation until the earlier of: (1) the day on which all Restore Illinois Health Regions served by such Small Stipulation Utility have moved to Phase 4 (Revitalization) under Governor Pritzker's May 5, 2020 Restore Illinois plan (Plan); or (2), in the absence of a Commission determination to the contrary, August 1, 2020. The movement of one or more Regions served by a Small Stipulation Utility to an earlier Phase of the Plan shall trigger a request by such Small Stipulation Utility for a status hearing in this Proceeding to assess whether the terms of this Stipulation need to be revised.
 - g. "Previously Disconnected Customers" means residential customers who were disconnected for nonpayment prior to the Moratorium Period, whom the Small Stipulation Utility has not already reconnected.

**Temporary, More Flexible Utility Credit and Collections Procedures and Terms
Applicable to All Small Stipulation Utilities**

4. The Stipulation Parties agree that each Small Stipulation Utility has complied with all directives in the Emergency Interim Order, including the directive that "each Illinois gas, electric distribution, water, and sewer utility shall design and implement

on a temporary basis more flexible credit and collections procedures and file them for Commission consideration and approval to ensure that customers remain connected to essential utility services when the emergency status ends,” to remain in effect for a period of no less than six (6) months. Emergency Interim Order at 4, 7. The Small Stipulation Utilities commit to continue to comply with the Commission’s directives and the terms of this Stipulation.

5. Notwithstanding the previously identified credit and collection procedures referenced in Paragraph 4, each Small Stipulation Utility will voluntarily implement the temporary, more flexible credit and collections procedures described in this Stipulation. Nothing in this Stipulation prohibits any Small Stipulation Utility from implementing, at its sole discretion, more flexible or additional credit and collections procedures to the extent such procedures do not diminish the credit and collections procedures described in this Stipulation for each individual Small Stipulation Utility.

6. Suspension of Disconnections for Nonpayment and New Late Fees for Nonpayment. The suspension on disconnections for nonpayment and the imposition of new late fees for nonpayment shall continue through the Stipulated Moratorium Period. Each Small Stipulation Utility may issue disconnection notices when the Stipulated Moratorium Period ends, unless the Small Stipulation Utility agreed to a different period in Paragraphs 12 through 16 below.

7. Reconnection of Residential Customers and Waiver of Reconnection Fees.

a. Each Small Stipulation Utility shall either (1) within seven (7) days of the Commission’s Order in this Proceeding, unless the Small Stipulation Utility has already done so, issue a press release to local newspapers that serve its Illinois customers, and post information on its website that contains billing information for its Illinois customers, encouraging customers who were disconnected for nonpayment prior to the Moratorium Period and whom the Small Stipulation Utility has not already reconnected to contact the Small Stipulation Utility to discuss reconnection options, the waiver of reconnection fees, and the revised credit and collections protections and any bill payment assistance plans, or (2) no later than fourteen (14) days after an order accepting this Stipulation is entered in this Proceeding, send a written communication to Previously Disconnected Customers containing substantially the same information as described in clause (1) of this sentence.

b. Reconnections will be completed for all Previously Disconnected Customers who request reconnection during the Stipulated Moratorium Period except when reconnection could compromise safe operations; the Small Stipulation Utility has proof that the customer benefited from theft or tampering; service is being provided at the same address under another name; or the premises are vacant or unoccupied.

c. Reconnections will only be offered for the same service address that was previously disconnected for nonpayment.

d. Previously Disconnected Customers, customers eligible for the Low Income Home Energy Assistance Program ("LIHEAP"), and those customers verbally declaring financial hardship will not be charged Reconnection fees during the Stipulated Moratorium Period and for six (6) months thereafter.

e. Reconnected customers will have any outstanding balance rolled into the reconnected accounts. Customers will be encouraged to establish deferred payment arrangements ("DPAs") for those amounts, consistent with the revised DPA terms described in this Stipulation.

f. Reconnection will extend only to those Previously Disconnected Customers disconnected since January 1, 2020.

g. The Stipulation Parties agree that these are unforeseen circumstances and acknowledge that the requirements of 83 Ill. Adm. Code 280.170(f) have been met.

h. Nothing in this Paragraph 7 prohibits a Small Stipulation Utility from requiring a reconnection DPA down payment as a condition for reconnecting a customer previously disconnected for nonpayment, as referenced in subparagraph f., in an amount which is no greater than 10% of the outstanding balance on the account for which the customer was disconnected, unless the Small Stipulation Utility agreed to waive DPA down payments in Paragraphs 12 through 16 below.

8. DPAs for Residential Customers.

a. Before residential customers enter into or renegotiate a DPA, they shall be informed that they are able to enroll in or renegotiate DPAs with terms of at least eight (8) billing cycles and up to twelve (12) billing cycles, as provided for in 83 Ill. Adm. Code 280.120(g) during the Stipulated Moratorium Period and for six (6) months after the end of the Stipulated Moratorium Period. A residential customer, however, may request a shorter DPA term. The terms of the DPA commence once the customer has entered into the DPA. Each individual Small Stipulation Utility will comply with 83 Ill. Adm. Code 280.120 and 280.125 and may offer additional DPA terms for customers verbally declaring financial hardship as set forth in Paragraphs 12 through 16 of this Stipulation. Nothing in this Stipulation shall prevent a utility from offering longer DPA terms than described in this paragraph based on the customers' financial circumstances and ability of the customer to successfully complete the DPA.

b. During the Stipulated Moratorium Period and for six (6) months after the end of the Stipulated Moratorium Period, down payments for DPAs will be capped at ten percent (10%) of the amount past due. Nothing in this Stipulation

shall prevent the customer from voluntarily making a down payment greater than 10%. Nothing in this Stipulation prevents a Small Stipulation Utility from waiving the down payment based on the customer's ability to pay.

c. Before August 1, 2021, a customer whose financial condition changes during the term of a DPA, or a customer who defaults for the first time on a DPA described in this paragraph, and who seeks to reinstate payment arrangements, may do so one time with the same terms offered under this Stipulation. Customers seeking to renegotiate more than once or who default after August 1, 2021 will be subject to the terms of reinstatement and renegotiation set forth in 83 Ill. Adm. Code 280.120 and 280.125.

9. DPAs for Commercial and Industrial Customers. Each Small Stipulation Utility will offer DPAs to non-residential customers in accordance with 83 Illinois Administrative Code 280.

10. Deposits for Residential Customers. Each Small Stipulation Utility shall waive new deposit requirements associated with late payment through the Stipulated Moratorium Period, unless the Small Stipulation Utility agreed to a different period in Paragraphs 12 through 16 below. Nothing in this Stipulation prevents a Small Stipulation Utility from waiving deposits for any customer.

11. Credit Reporting. Each Small Stipulation Utility will continue its current practices of not reporting late payments and nonpayment for active customers to credit bureaus and reporting agencies during the Stipulated Moratorium Period. Each Small Stipulation Utility shall be permitted to continue its current practices regarding closed accounts.

Individual Small Utility Provisions

12. Additional Provisions Applicable to Consumers Gas. In addition to the commitments in Paragraphs 6 through 11, Consumers Gas commits as part of this Stipulation to:

- (a) not collect late fees or disconnect customers for non-payment for six months following the Stipulated Moratorium Period;
- (b) continue its practice of not collecting deposits; and
- (c) recalculate any existing DPA based on the new balance owed at the time the DPA is recalculated.

13. Additional Provisions Applicable to IGC. In addition to the commitments in Paragraphs 6 through 11, IGC commits as part of this Stipulation to:

- (a) make available to customers on the day after entry of an order approving this Stipulation the more flexible credit and collection terms contained herein;

- (b) suspend disconnection for nonpayment and the imposition of new late fees for nonpayment through the Stipulated Moratorium Period plus 30 days after the Stipulated Moratorium Period ends;
- (c) continue its practice of not collecting deposits;
- (d) continue its practice of not reporting customers to credit agencies;
- (e) continue its practice of working with local public aid agencies to obtain bill payment assistance for its customers;
- (f) monitor customer account balances on a case-by-case basis for a period of six (6) months following the end of the Stipulated Moratorium Period and work with customers to accommodate their specific situations;
- (g) allow customers to verbally declare their financial hardship with no requirement for documentation; and
- (h) take into account the ability of a customer to successfully complete a DPA when determining whether to extend a DPA beyond twelve (12) billing cycles.

14. Additional Provisions Applicable to Liberty. In addition to the commitments in Paragraphs 6 through 11, Liberty commits as part of this Stipulation for a period of at least six (6) months following the end of the Stipulated Moratorium Period, to:

- (a) not disconnect customers for non-payment;
- (b) not send collection notices or disconnection notices;
- (c) waive “slow payment” deposits, non-sufficient fund fees for returned checks, normal (next business day) service reconnection charges, and late fees;
- (d) extend the winter DPA and winter deposit rules, in addition to Liberty’s commitment as part of the Small Stipulation Utilities to provide DPAs having the duration set forth in Paragraph 8;
- (e) work with low-income LIHEAP-eligible customers and customers who verbally declare financial hardship to provide DPAs with minimum twelve (12), eighteen (18), or twenty-four (24) -month terms depending on the degree of financial hardship. Such customers will be informed of the options as to term prior to making a selection, and may choose a shorter term; and
- (f) extend reconnection pursuant to Paragraph 7 above to Previously Disconnected Customers disconnected from one (1) year prior to commencement of the Stipulated Moratorium Period.

In addition, if Liberty implements cost recovery through the COVID-19 Special Purpose Rider described below, Liberty will apply an amount of \$125,000 to the COVID-19 Bill Payment Assistance Program as described in Addendum A.

15. Additional Provisions Applicable to MEC. In addition to the commitments in Paragraphs 6 through 11, MEC commits to:

- (a) offer eighteen (18) month DPAs to residential customers and master-metered apartment buildings before disconnection for six (6) months after the Stipulated Moratorium Period ends;

- (b) waive deposits for new residential customers, residential customers with credit problems, residential customers with slow payment, and non-residential customers with slow payment for six (6) months after the Stipulated Moratorium Period ends; and
- (c) suspend disconnection for nonpayment and the imposition of new late fees for nonpayment for thirty (30) days after the Stipulated Moratorium Period ends.

In addition, if MEC implements cost recovery through the COVID-19 Special Purpose Rider described below, MEC will apply an amount of \$100,000 to its COVID-19 Electric Residential Bill Payment Assistance Program and \$175,000 to its COVID-19 Gas Residential Bill Payment Assistance Program as described in Addenda B and C.

16. Additional Provisions Applicable to Mt. Carmel. In addition to the commitments in Paragraphs 6 through 11, Mt. Carmel commits as part of this Stipulation to:

- (a) waive reconnection fees and non-sufficient fund fees for returned checks for the six (6) months following the end of the Stipulation Moratorium Period; and
- (b) continue its practice of not collecting slow payment deposits.

Small Stipulation Utility Costs Resulting from COVID-19

17. The Small Stipulation Utilities, JCP, and Staff acknowledge that the Emergency Interim Order finds that each Small Stipulation Utility should track all of its costs resulting from the Emergency Interim Order and any measures in response to the COVID-19 pandemic, in order to enable a meaningful future Commission review of the reasonableness and prudence of such spending. Emergency Interim Order at 7.

18. COVID-19 Related Costs.

a. COVID-19 Related Costs shall be composed of (1) COVID-19 Direct Costs net of COVID-19 Direct Offsets; (2) COVID-19 Foregone Late Fees; (3) actual COVID-19 Foregone Charges as defined in (e) below, and, if applicable, (4) COVID-19 Bill Payment Assistance Amounts as described in Paragraphs 18.b. - 18.f., incurred beginning March 1, 2020, and ending as described in Paragraphs 18.b. - 18.f. below.

b. COVID-19 Direct Costs are direct costs resulting from the Emergency Interim Order, obligations to accommodate the Governor's Emergency Orders to control the spread of the COVID-19 pandemic, and any other measures taken by the Small Stipulation Utility in response to the COVID-19 pandemic, incurred beginning March 1, 2020 and ending on December 31, 2021. These costs must be tracked to allow a meaningful future reasonableness and prudence review by the Commission. They include, but are not limited to:

i. one-time costs, such as information technology changes needed to enact this Stipulation, set up for remote work options (e.g., servers, software, computer equipment) and signage; and

ii. ongoing costs, such as incremental administration costs associated with programs provided in this Stipulation, communications for remote operations, communications with the public, regulatory compliance costs, cleaning supplies and services, PPE, employee benefits and accommodations, contact tracing, and medical testing to the extent not paid by or covered by insurance.

c. COVID-19 Direct Offsets are credits, payments, or other benefits received by the Small Stipulation Utility from a federal, state, or local government as a result of the COVID-19 pandemic prior to December 31, 2021 and directly related to a COVID-19 Direct Cost, including federal, state, or local tax credits or benefits that are directly related to COVID-19 or provided pursuant to enacted COVID-19 relief legislation.

d. COVID-19 Foregone Late Fees are the amount of late payment fees that represent the difference between (1) the actual late fees collected by the Small Stipulation Utility in the calendar or fiscal year(s) including the period beginning March 1, 2020 and ending 30 days after the Small Stipulation Utility no longer forgoes charging late fees in connection with the COVID-19 pandemic and (2) the following specified annual amount for each Small Stipulation Utility:

- i. Consumers: \$15,000;
- ii. Liberty: \$75,000; and
- iii. Mt. Carmel: \$40,000.

For MEC and IGC, COVID-19 Foregone Late Fees are the amount of late payment fees not charged to customers during the Moratorium Period, the Stipulated Moratorium Period, and 30 days after the Stipulated Moratorium Period ends. COVID-19 Foregone Late Fees recovered shall not exceed the difference between (1) the actual late fees collected in the calendar or fiscal year(s) including the period beginning March 1, 2020 and ending 30 days after the Stipulated Moratorium Period ends and (2) the authorized annual level of late payment fees included as “other revenues” in MEC’s and IGC’s respective last rate case and reported by customer class. The authorized annual level and the residential/non-residential allocation from the Small Stipulation Utility’s last rate case will be used to establish the foregone late fees cost for residential and non-residential customers.

e. COVID-19 Foregone Charges, incurred beginning March 1, 2020 and ending six (6) months after the end of the Stipulated Moratorium Period, are equal to the total reconnection and any other fees (other than late fees) that the Small Stipulation Utility foregoes in connection with the COVID-19 pandemic.

These charges shall be calculated using the applicable charge available in the Small Stipulation Utility's tariff, with reconnection fees capped at the charge for reconnection during regular business hours.

f. COVID-19 Bill Payment Assistance Amounts are amounts to fund a COVID-19 Bill Payment Assistance Program described in Paragraph 22 for those Small Stipulation Utilities that elect to offer such a program.

19. Recovery of COVID-19 Related Costs. Each Small Stipulation Utility may recover its COVID-19 Related Costs by either (1) deferring its COVID-19 Related Costs in a regulatory asset for future recovery or (2) including its COVID-19 Related Costs in the COVID-19 Special Purpose Rider described in Paragraph 21.

a. A Small Stipulation Utility electing to record its COVID-19 Related Costs in a regulatory asset may propose recovery in its next general rate case or other appropriate proceeding where the prudence and reasonableness of the costs will be considered. The extent to which carrying charges apply and the level of carrying charges will be determined in the appropriate proceeding.

b. A Small Stipulation Utility electing to use a COVID-19 Special Purpose Rider shall adopt a Bill Payment Assistance Program, and may recover its COVID-19 Related Costs over a twenty-four (24) month period, beginning no later than January 1, 2021, subject to the Commission's prudence and reasonableness review and reconciliation.

20. COVID-19 Related Costs Reporting

a. Each Small Stipulation Utility with a COVID-19 Special Purpose Rider will publicly report to the Commission their COVID-19 Related Costs as a compliance filing on e-docket in this Proceeding. The COVID-19 Related Costs will be itemized as follows:

i. COVID-19 Direct Costs (to the extent reasonably possible, broken-down by cost subcategory);

ii. COVID-19 Direct Offsets (to the extent reasonably possible, broken-down by cost subcategory);

iii. COVID-19 Foregone Late Fees;

iv. COVID-19 Foregone Charges (identified by type of fee or charge); and

v. COVID-19 Bill Payment Assistance Program Funding and Disbursements.

b. Reports will be provided no later than thirty (30) days after the close of each quarter, with cost information for the previous quarter. The first report will be for the period from March 1, 2020 through June 30, 2020. Reports will be required until the quarter ending December 31, 2022, unless extended by the Commission.

21. COVID-19 Special Purpose Rider

a. Each Small Stipulation Utility electing a COVID-19 Special Purpose Rider may file tariffs pursuant to the special permission provisions of Section 9-201(a) of the Public Utilities Act, 220 ILCS 5/9-201(a), to implement, on less than forty-five (45) days' notice, a rider to recover its COVID-19 Related Costs (the COVID-19 Special Purpose Rider) subject to the Commission's reasonableness and prudence review.

b. Each Small Stipulation Utility may include its COVID-19 Related Costs defined in Paragraph 18 in the COVID-19 Special Purpose Rider for recovery as costs.

c. Each Small Stipulation Utility's COVID-19 Special Purpose Rider tariff shall include a reconciliation mechanism to provide for recovery of its actual COVID-19 Related Costs incurred and to facilitate the Commission's reasonableness and prudence review.

d. Each Small Stipulation Utility opting to use a COVID-19 Special Purpose Rider shall provide such proposed rider to Staff and a designated representative of the Joint Consumer Parties and any other customer representative in this Proceeding requesting a copy of the tariffs, no later than ninety (90) days after the Commission's order in this Proceeding adopting this Stipulation. Staff and a designated representative of the Joint Consumer Parties shall separately review the draft tariffs and shall provide comments within thirty (30) days after any Small Stipulation Utility provides the draft tariffs. Such Small Stipulation Utility, Staff, and the designated representative of the Joint Consumer Parties and any other customer representative in this Proceeding requesting a copy of the tariffs, agree to work expeditiously to reach agreement on the draft tariffs to facilitate the tariffs' filing without undue delay. Upon agreement regarding the proposed tariffs among a Small Stipulation Utility, Staff, and the designated representative of the Joint Consumer Parties and any other customer representative in this Proceeding requesting a copy of the tariffs, but in no case no later than November 15, 2020, the Small Stipulation Utility electing to do so will file its COVID-19 Special Purpose Rider tariffs pursuant to the special permission provisions of Section 9-201(a) of the Public Utilities Act, 220 ILCS 5/9-201(a).

e. COVID-19 Related Costs recovered under the Special Purpose Rider will be fairly apportioned to customer classes using cost causation principles. COVID-19 Bill Pay Assistance Program Amounts will be recovered from residential

customers. Recovery of COVID-19 Foregone Late Fees and COVID-19 Foregone Charges will be recovered from residential and non-residential customers based on the proportion of COVID-19 Foregone Late Fees and COVID-19 Foregone Charges for the residential and non-residential groups, respectively. COVID-19 Direct Costs net of COVID-19 Direct Offsets will be allocated to rate classes based on the proportion of delivery service revenue requirement last approved by the Commission, excluding any special contract customer or class that is not normally subject to rate changes in general rate proceedings.

22. COVID-19 Bill Payment Assistance Program.

a. Each Small Stipulation Utility that elects to recover costs under a Special Purpose Rider shall create a bill payment assistance program (“Bill Payment Assistance Program”) in order to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. By providing bill payment assistance to eligible residential customers, the electing Small Stipulation Utility intends to slow the growth and ultimately minimize the total amount of arrearages and the cost of uncollectibles and reduce the uncollectible costs recovered from residential customers through such utility’s rates. These conclusions have been reached after consideration and assessment of the facts and options available at this time.

b. Each electing Small Stipulation Utility has identified the amount of funding that such utility will apply towards Bill Payment Assistance Program Amounts in Paragraphs 14 and 15 above. These amounts were determined by reviewing a number of factors, including the uncollectible charge reflected in the utility’s latest rate case or uncollectible rider, numbers of customers, arrearages, and other factors. Each electing Small Stipulation Utility will recover the amounts identified their Addenda through the COVID-19 Special Purpose Rider described in Paragraph 19.

c. Further details of each electing Small Stipulation Utility’s Bill Payment Assistance Program will be set forth in its respective addendum to this Stipulation, to be developed and implemented pursuant to the applicable addenda.

Customer Communications

23. Customer Communications regarding Payment Assistance.

a. On a rolling basis concluding no later than thirty (30) days after the Order is issued in this Proceeding, each Small Stipulation Utility will provide the communications described below to all residential customers with balances more than thirty (30) days past due on their accounts, except for MEC, which shall provide the communications as soon as practicable. The communications will be provided by U.S. Mail or electronic mail to those customers who have provided their email addresses as an acceptable means to receive such electronic communications. The communications will inform customers about the more

flexible payment options available including, but not limited to, the DPA terms described in Paragraph 8, and the terms for Paragraphs 12 through 16 for the respective utility, and how to enroll in those options, giving the customer and the Small Stipulation Utility the opportunity to set up payment arrangements without disconnection notices being sent.

b. The communications will also outline other programs that may provide financial assistance to the customer (e.g., LIHEAP for low income customers, the bill payment assistance program described in Paragraph 22.b of this Stipulation if applicable). To the extent applicable, all customer communications shall contain the following warning in the appropriate second language typically used by the Small Stipulation Utility for customer communications: "Important – This notice affects your rights and obligations and should be translated immediately."

c. Utility Website Content. No later than ten (10) days after the Commission's Order in this Proceeding or as soon as practicable, each Small Stipulation Utility will display the temporary credit and collections policies including, but not limited to, the DPA terms described in Paragraph 8 and the terms for Paragraphs 12 through 16 for the respective utility, and information about reconnections for Previously Disconnected Customers, as provided in this Stipulation, on the website for its Illinois customers.

Reporting

24. Each Small Stipulation Utility shall submit to the Commission a monthly report providing the following information:

- a. The number of customers at the beginning of the reporting period;
- b. The number of customers taking service at the beginning of the reporting period under an existing DPA;
- c. The number of customers disconnected for nonpayment during the reporting period; and
- d. The amount of funds remaining in the bill payment assistance program described in this Stipulation for utilities with such programs.

The first monthly report will be due within fourteen (14) days of the Commission's Order in this Proceeding, and will include data for both April and May 2020. Thereafter, each Small Stipulation Utility will file a monthly report on the fifteenth day of every month during the Stipulated Moratorium Period and for a period of six (6) months thereafter or until fifteen (15) days after the reporting period ending August 31, 2021, whichever is later. MEC will, as soon as practicable, provide the data by municipality. As with all costs incurred by a utility in connection with this Stipulation, any incremental costs incurred by MEC to create the reports required by this Stipulation shall be considered COVID-19 Direct Costs, recoverable consistent with Paragraph 19.

Enforceability Terms

25. Stipulation Parties will support this Stipulation and urge its acceptance by the Commission, including, but not limited to, in their testimony, pleadings, and other legal briefs filed in this Proceeding, and on any rehearing or appeal of the Commission's Order in this Proceeding.

26. Stipulation Parties do not object to the Stipulation involving the Large Utilities Group in this Proceeding and entered into among the large utilities, JCP, and Staff and do agree to the terms of this Small Utilities Stipulation.

27. Stipulation Parties will not oppose, via rehearing, appeal, or otherwise, the Commission's Order adopting this Stipulation.

28. The terms, including all paragraphs and subparagraphs, of this Stipulation are not severable. If any terms are not adopted by the Commission in whole, are adopted by the Commission on an otherwise modified basis, or are subsequently vacated by the Commission or a court, the entire Stipulation is null and void.

29. Stipulation Parties agree that this Stipulation and all of its terms accord with public policy and Section 1-102 of the Public Utilities Act.

30. No provision or provisions of this Stipulation is in derogation of the Commission's authority as conferred by the Illinois Public Utilities Act or any other statute of this State, nor shall any provision of this Stipulation be construed or interpreted as limiting the Commission's ability or authority to take such action or enter such order in this proceeding as it is authorized by law to take or enter, or that the public safety, health or welfare may in the Commission's view require.

ADDENDUM A

Liberty Utilities (Midstates Natural Gas) Corp.'s COVID-19 Bill Payment Assistance Program

Liberty's COVID-19 bill payment assistance program ("*COVID-19 Bill Payment Assistance Program*") is intended to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused or exacerbated by the COVID-19 pandemic. The program is to provide a safety net to eligible residential customers at a time when the extent of economic damage caused by COVID-19 remains unknown. By providing bill payment assistance to eligible residential customers, the intent is to slow the growth and ultimately minimize the total amount of arrearages deemed uncollectible, benefiting residential customers broadly in the longer term. These conclusions have been reached after consideration and assessment of the facts and options available at this time. Staff and the Joint Consumer Parties support recovery of expenses for the program as set forth in the Stipulation.

In addition, in connection with the execution of the Stipulation, Joint Consumer Parties and Liberty agree upon the following terms:

- **Term:** The COVID-19 Bill Payment Assistance Program will run until the program funds are exhausted.
- **Program Cost:** Liberty will apply an amount of \$125,000 to the COVID-19 Bill Payment Assistance Program. These amounts were determined by reviewing a number of factors, including the uncollectible charge reflected in the utility's rider GUA filings and reconciliations, numbers of customers, arrearages, and other factors.
- **Cost Recovery:** The costs of the COVID-19 Bill Payment Assistance Program will be recovered through Liberty's Special Purpose Rider as set forth in the Stipulation, specifically from residential customers as only residential customers are eligible to participate in the COVID-19 Bill Payment Assistance Program.

The remaining details of the COVID-19 Bill Payment Assistance Program, including the administration, customer eligibility, and application of funds, will be identified in a public report made in this docket after consultation and agreement with the Joint Consumer Parties prior to its filing of its Special Purpose Rider in accordance with Paragraph 21.d of the Stipulation.

ADDENDUM B

MidAmerican's COVID-19 Electric Residential Bill Payment Assistance Program

Program Summary. This residential customer bill payment assistance program ("Bill Payment Assistance Program" or "Program") is intended to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. The primary purpose of this program is to provide a safety net to residential customers at a time when the extent of economic damage caused by COVID-19 remains unknown. By providing bill payment assistance to eligible residential customers, the intent is to slow the growth and ultimately minimize the total amount of arrearages deemed uncollectible, benefiting residential customers broadly in the longer term. These conclusions have been reached after consideration and assessment of the facts and options available at this time. Joint Consumer Parties will support recovery of Program costs and expenses as set forth in this Stipulation and the Commission's order.

In addition, in connection with the execution of the Stipulation, Joint Consumer Parties and MidAmerican agree upon the following terms of MidAmerican's COVID-19 Electric Bill Payment Assistance Program:

- a. Administration and Eligibility: The Program will be administered through MidAmerican's existing I-CARE program. LIHEAP Customers and customers who are not LIHEAP approved but whose demonstrated income is at or below 200% of FPL will be eligible for payment assistance.
- b. Term: The Bill Payment Assistance Program, as described in more detail below, will run through the "Program Term". The Program Term begins as soon as practicable, but no later than September 1, 2020. The Program Term ends at the earlier of (1) the end of Illinois' 2021 LIHEAP Season or (2) the program funds are exhausted.
- c. Program Description: Bill payment assistance of up to \$500 or outstanding arrearage, whichever is less, would be applied to the account of customers meeting the eligibility requirements in subparagraph (a). Any arrearage not covered by bill payment assistance may be covered by a DPA, as discussed in Paragraph 8 of the Stipulation.
- d. Cost Recovery: The costs of the COVID-19 Bill Payment Assistance Program will be recovered from residential customers using the COVID-19 Special Purpose Rider as set forth in the Stipulation. Recovery is limited to the residential class as it is the only customer class eligible to use the Program for bill payment assistance. Program administration and customer communication costs will be tracked as COVID-19 Direct Costs and recovered in accordance with Paragraph 19.

- e. Program Cost: MidAmerican will apply an amount of \$100,000 to the Program, which, is approximately one-half of the amount of uncollectible expense included in electric base rates attributable to residential customers.
- f. Application of Bill Payment Assistance Funds: Residential customers meeting the eligibility criteria described above will receive Program assistance in the order in which they make their application (first come, first served) until the Program Term ends or funds are depleted. Customers may only receive Program assistance once during the Program Term. Customers with existing DPAs who receive bill payment assistance may contact MidAmerican to have their DPA payment adjusted to reflect the reduced arrearage.

ADDENDUM C

MidAmerican's COVID-19 Gas Residential Bill Payment Assistance Program

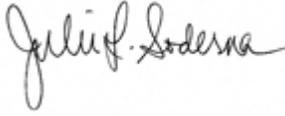
Program Summary. This residential customer bill payment assistance program ("Bill Payment Assistance Program" or "Program") is intended to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. The primary purpose of this program is to provide a safety net to residential customers at a time when the extent of economic damage caused by COVID-19 remains unknown. By providing bill payment assistance to eligible residential customers, the intent is to slow the growth and ultimately minimize the total amount of arrearages deemed uncollectible, benefiting residential customers broadly in the longer term. These conclusions have been reached after consideration and assessment of the facts and options available at this time. Joint Consumer Parties will support recovery of Program costs and expenses as set forth in this Stipulation and the Commission's order.

In addition, in connection with the execution of the Stipulation, Joint Consumer Parties and MidAmerican agree upon the following terms of MidAmerican's COVID-19 Gas Bill Payment Assistance Program:

- a. Administration and Eligibility: The Program will be administered through MidAmerican's existing I-CARE program. LIHEAP Customers and customers who are not LIHEAP approved but whose demonstrated income is at or below 200% of FPL will be eligible for payment assistance.
- b. Term: The Bill Payment Assistance Program, as described in more detail below, will run through the "Program Term". The Program Term begins as soon as practicable, but no later than September 1, 2020. The Program Term ends at the earlier of (1) the end of Illinois' 2021 LIHEAP Season or (2) the program funds are exhausted.
- c. Program Description: Bill payment assistance of up to \$500 or outstanding arrearage, whichever is less, would be applied to the account of customers meeting the eligibility requirements in subparagraph (a). Any arrearage not covered by bill payment assistance may be covered by a DPA, as discussed in Paragraph 8 of the Stipulation.
- d. Cost Recovery: The costs of the COVID-19 Bill Payment Assistance Program will be recovered from residential customers using the COVID-19 Special Purpose Rider as set forth in the Stipulation. Recovery is limited to the residential class as it is the only customer class eligible to use the Program for bill payment assistance. Program administration and customer communication costs will be tracked as COVID-19 Direct Costs and recovered in accordance with Paragraph 19.

- e. Program Cost: MidAmerican will apply an amount of \$175,000 to the Program, which, is approximately one-half of the amount of uncollectible expense included in gas base rates attributable to residential customers.
- f. Application of Bill Payment Assistance Funds: Residential customers meeting the eligibility criteria described above will receive Program assistance in the order in which they make their application (first come, first served) until the Program Term ends or funds are depleted. Customers may only receive Program assistance once during the Program Term. Customers with existing DPAs who receive bill payment assistance may contact MidAmerican to have their DPA payment adjusted to reflect the reduced arrearage.

Citizens Utility Board



By: _____
Name: Julie L. Soderna
Title: General Counsel
Date: 6/16/2020

Consumers Gas Company

By: _____
Name: Cynthia Robinson
Title: Secretary
Date: _____

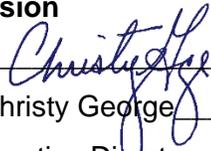
Liberty Utilities (Midstates Natural Gas) Corp.

By: _____
Name: Gregory W. Tillman
Title: Senior Manager, Rates & Regulatory Affairs
Date: _____

MidAmerican Energy Company

By: _____
Name: Rob B. Berntsen
Title: Sr. Vice President & General Counsel
Date: _____

Staff of the Illinois Commerce Commission

By:  _____
Name: Christy George
Title: Executive Director
Date: 06/16/2020

Community Organizing and Family Issues

By: _____
Name: Karen L. Lusson
Title: Staff Attorney, National Consumer Law Center
Date: _____

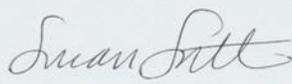
Illinois Gas Company

By: _____
Name: Rick W. Zehner
Title: Corporate Secretary
Date: _____

Mt. Carmel Public Utility Co.

By: _____
Name: Patricia Spencer
Title: Chief Financial Officer
Date: _____

Office of the Illinois Attorney General on behalf of the People of the State of Illinois

By:  _____
Name: Susan L. Satter
Title: Chief, Public Utilities Bureau
Date: 6/16/2020

Citizens Utility Board

By: _____
Name: Julie L. Soderna _____
Title: General Counsel _____
Date: _____

Consumers Gas Company

By: Cynthia Robinson
Name: Cynthia Robinson _____
Title: Secretary _____
Date: 6/16/2020

Liberty Utilities (Midstates Natural Gas) Corp.

By: _____
Name: Gregory W. Tillman _____
Title: Senior Manager, Rates & Regulatory Affairs _____
Date: _____

MidAmerican Energy Company

By: _____
Name: Rob B. Berntsen _____
Title: Sr. Vice President & General Counsel _____
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Title: Staff Attorney, National Consumer Law Center _____
Date: _____

Illinois Gas Company

By: *Ricky Zehner* _____
Name: Rick W. Zehner _____
Title: Corporate Secretary _____
Date: June 16, 2020 _____

Mt. Carmel Public Utility Co.

By: _____
Name: Patricia Spencer _____
Title: Chief Financial Officer _____
Date: _____

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By: _____
Name: Susan L. Satter _____
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Citizens Utility Board

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By: 12 B2 _____
Name: Rob B. Berntsen _____
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Community Organizing and Family Issues

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Title: Staff Attorney, National Consumer Law Center_____
Date: _____

Illinois Gas Company

By: _____
Name: Rick W. Zehner_____
Title: Corporate Secretary_____
Date: _____

Mt. Carmel Public Utility Co.

By: Rachael Smith
Name: Rachael Smith
Title: Corporate Secretary
Date: June 16, 2020

Office of the Illinois Attorney General on behalf of the People of the State of Illinois

By: _____
Name: Susan L. Satter_____
Title: Chief, Public Utilities Bureau_____
Date: _____

Community Organizing and Family Issues

By: Karen Lusson

Name: Karen L. Lusson _____

Title: Staff Attorney, National Consumer Law Center _____

Date: June 16, 2020

Citizens Utility Board

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Name: Julie L. Soderna _____
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