STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Illinois Commerce Commission On Its Own Motion	))	
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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.	))))))	Docket No. 20-0309

Stipulation

Aqua Illinois, Inc. (Aqua), Illinois-American Water Company (Illinois-American), and Utility Services of Illinois, Inc. (Utility Services) (collectively, the Water Utilities, and each individually, a Water Utility or Utility); Ameren Illinois Company d/b/a Ameren Illinois (Ameren Illinois), Northern Illinois Gas Company d/b/a Nicor Gas Company (Nicor Gas), North Shore Gas Company (North Shore), and The Peoples Gas Light & Coke Company (Peoples Gas) (collectively, the Gas Utilities, and each individually, a Gas Utility or Utility); Ameren Illinois and Commonwealth Edison Company (ComEd) (collectively, the Electric Formula Rate Utilities, and each individually, an Electric Formula Rate Utility or Utility) (collectively, the Stipulation Utilities, and each individually, a Stipulation Utility); the Office of the Illinois 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 (collectively, the Joint Consumer Parties); 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 voluntarily enter into this Stipulation and will implement all provisions of this Stipulation, as specified, as a means to provide

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) days[1] 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 H20 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 H20 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 prudency 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 prudency 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 prudency 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 prudency 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 prudency 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 prudency 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 H20 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 H20 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 o 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:_____

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Aqua Illinois, Inc.

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Commonwealth Edison Company

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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.

By: _____

Name: Steven Lubertozzi

Title: President

Date: June 10, 2020

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: _____

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: 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

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Utility Services of Illinois, Inc.

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Title:_____

Date:_____

Staff of the Illinois Commerce Commission

By:_____

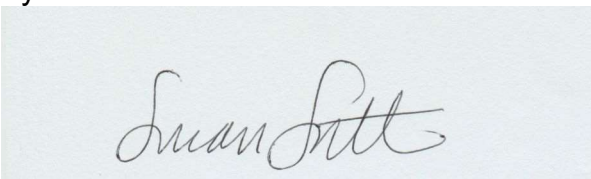
Name:_____

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:_____

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Citizens Utility Board

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Utility Services of Illinois, Inc.

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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:_____

Title:_____

Date:_____

City of Chicago

By:_____

Name: Jared Policicchio

Title: Supervising Assistant Corporation Counsel

Date: June 10, 2020

Community Organizing and Family Issues

By:_____

Name:_____

Title:_____

Date:_____

Citizens Utility Board

By:_____

Name:_____

Title:_____

Date:_____

Community Organizing and Family Issues

By: Karen L. Lusson

Name: Karen L. Lusson

Title: Staff Attorney, National Consumer Law Center

Date: June 10, 2020

Julie L. Soderna
General Counsel
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Legal Aid Society of Metropolitan Family Services

By:

Name: Miguel Keberlein

Title: Executive Director

Date:
6/10/20

Allen Cherry

By:

Name:

Title:

Date:

Allen Cherry

Allen Cherry

By - allen cherry

Allen Cherry

INTERVENOR

date June 10, 2020