

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

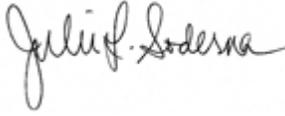
Program Summary. This residential customer bill payment assistance program ("Bill Payment Assistance Program" or "Program") is intended to provide eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. The primary purpose 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: _____

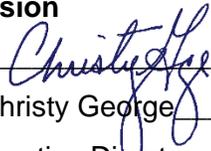
Liberty Utilities (Midstates Natural Gas) Corp.

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

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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

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Name: Karen L. Lusson _____

Title: Staff Attorney, National Consumer Law Center _____

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