

- a. **Upstream:** ComEd commits to exploring the potential to jointly implement with other utilities in the State and DCEO an upstream incentive initiative for Energy Star commercial kitchen products.
- b. **LEDs:** ComEd agrees that there should be no reference to CFLs as a lighting measure in the EEP 4.0, as only LEDs are to be offered, both in ComEd-implemented programs and through jointly-delivered programs, beginning in PY10.
- c. **Elimination of Linear Fluorescents:** ComEd agrees to transition to complete elimination of all linear fluorescent measures (lamps and fixtures) and instead promote the utilization in programs of LED products, retrofit kits and fixtures. ComEd also commits to completing a study by the end of PY10 to assess the availability of linear LEDs, as well as a comparison of their cost per kWh saved, relative to linear fluorescents. The result of such study shall inform decisions, to be made in consultation with the SAG, regarding when a transition to 100% LEDs would be appropriate. This study should also assess the experience of other jurisdictions that have transitioned away from linear fluorescents in their programs. Transition to LEDs by PY11 will be considered if the results of the PY10 study suggest it is appropriate.
- d. **Residential Heat Pumps:** ComEd agrees to promote new Residential heat pump-based measures (to the extent not being done through the IPA portfolio), including
  - i. Dryers
  - ii. Water Heaters
  - iii. Ductless mini-splits to displace electric baseboard
- e. **Smart Thermostats:** ComEd commits to establishing a goal of rebating 225,000 smart thermostats over the 3-year Plan period. While the filed EEP 4.0 budget will reflect and be based on lower participation levels than this goal because this is a new technology and there is uncertainty regarding the ability to ramp up to those participation numbers, ComEd pledges to aggressively pursue the higher participation number of 225,000. If the higher goal proves to be achievable, ComEd further commits to meet demand at those levels through either or both of the following: (1) mid-plan reallocations of budgetary resources (excluding its low income single-family and multi-family program budgets), and (2) a reduction in smart thermostat incentive levels. ComEd further agrees to work with other utilities and stakeholders toward development of a single rebate application or instant discount for implementation by June 1, 2017, as well as adjustment of rebate levels during the plan as needed to ensure that incentive levels reflect the

efficient use of program dollars and needed customer inducements. ComEd further commits to discussing with stakeholders the possibility of ComEd bidding a smart thermostat program into the Section 16-111.5B portfolio for PY 11 and 12.

#### **IV. Other Commitments**

##### **A. Revisit the EM&V Framework:**

The Parties agree to engage in discussions at SAG, or within a subcommittee of SAG, regarding the current EM&V framework. The Parties understand that this will be a “big picture” discussion and will include reviewing how evaluation contractors are hired/selected, how frequently they are or should be changed, opportunities for more integration of EM&V work across utility service territories, the levels of emphasis on different kinds of evaluation (process vs. impact, NTG vs. other, peak vs. energy, value of NEBs, etc.), opportunities for better leveraging AMI data, etc.

##### **B. Data Analytics:**

ComEd commits to explore, during the Plan period (PY10-12), the value of using data analytics tools in the implementation of EEPs, including engaging SAG stakeholders and Staff on the design and assessment/ of the initiative, to enhance and enable quicker evaluation of programs than traditional evaluation tools. Such discussion shall include an examination of using “real-time” AMI billing data from participants to allow informed adjustments to program design and/or improved program management.

##### **C. Cost-effectiveness Screening:**

ComEd agrees to work with the other Parties to use EM&V funds to conduct Illinois-specific Non-Energy Benefit (“NEB”) studies for at least two programs per Plan Year during PY10-12. ComEd commits to adopting those NEB adjustments to its cost-effectiveness screening, if any, that are identified in the independent evaluator’s analyses or studies.

##### **D. On-Bill Financing:**

The Parties commit to discussing how to leverage additional customer contributions (excluding low-income customers) through On-Bill (“OBF”) financing. This discussion shall include utilization of alternatives to FICO scores for determining eligibility for OBF in order to increase participation without adding significant risk of uncollectibles to the utility and disconnection of customers, including bill payment history.

**E. Low Income Working Group:**

The Parties agree to participate in a Low Income Working Group created to coordinate Low and Moderate Income program offerings across the Illinois Program Administrators, including the Department. ComEd agrees, as a member of this group, to make good faith efforts toward ensuring the following:

1. Consistent incentives/rebates (with adjusted incentives for moderate income programs) and time periods for incentive offerings (e.g., no stopping and starting of rebates);
2. A coordinated marketing strategy for single family and multi-family Low and Moderate Income programs where appropriate; and
3. Sharing of information with the Department and its vendors as to whether multi-family buildings touched by utility income-qualified programs included direct installation measures only or deep retrofits in geographic areas where vendors of both ComEd and the Department are operating.

**F. Coordination with Department:**

Subject to applicable legal and business constraints, ComEd agrees to continue to work collaboratively regarding the Department's delivery of energy efficiency offerings within ComEd's service territory. ComEd commits to engage in discussions with the Department and the Attorney General's office to explore the possibility of establishing a contractual relationship with the Department to permit access to customer energy usage for the Department's planning and implementation of Low Income and public sector programs, similar to the controlled and secured access provided to ComEd's energy efficiency program vendors. ComEd also understands that the Department is requesting in its Plan that the Commission approve the utilities' release of customer usage data, as requested by DCEO and consistent with ComEd existing vendor contract practices, for purposes of serving low income and public sector customers. In addition, ComEd commits to provide to the Department municipal franchise/contract information along with the identification of customers who have a municipal franchise contract with the Department.

**G. Commission Approval:**

The Parties agree to work in good faith to facilitate and support Commission approval of the Company's EEP 4.0 on a timeline that is consistent with the statutory deadline set forth in Section 8-103(f) of the Act. That commitment includes, at a minimum, each Party's agreement to (i) refrain from serving data requests on ComEd, (ii) file a single piece of direct testimony on behalf of the Party in support of the Plan, and (iii) support the Plan through the filing of rebuttal testimony and/or legal briefs. The Parties further commit to not challenge or attack ComEd's Plan 4 in other dockets.

## **V. Applicable Law**

The commitments reflected in this Stipulation are subject to applicable State and federal law, including but not limited to statutes, rules, regulations, and orders of State and federal courts and the Commission. To the extent that subsequent amendments or other changes to applicable law conflict with any provision or commitment contained in this Stipulation, the affected Party or Parties shall not be bound by the provision or commitment that conflicts with the law.

## **VI. Terms and Conditions**

The Parties further agree that the Stipulation will be governed by the terms and conditions set forth in Exhibit A to this Stipulation, which terms and conditions are incorporated by reference as though fully set forth herein.