

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of Union Electric Company d/b/a)	
Ameren Missouri's Electric Service Tariffs)	File No. ER-2020-0147
Adjustment Relating to MEEIA Rider EEIC.)	Tracking No.: YE-2020-0090

SECOND STIPULATION AND AGREEMENT

COME NOW Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or the "Company"), and the Staff of the Missouri Public Service Commission ("Staff") (collectively, "Signatories"), and submit this *Second Stipulation and Agreement* ("*Second Stipulation*") for approval by the Missouri Public Service Commission ("Commission"). In support of this *Second Stipulation*, the Signatories respectfully state as follows:

BACKGROUND

1. On November 22, 2019, Ameren Missouri submitted its new Rider EEIC tariffs, with supportive testimony, in the above-captioned files. On November 25, 2019, the Commission issued its *Order Directing Notice, Establishing Intervention Deadline, and Directing Filing of Staff Recommendation* ("*Order*") which, among other things, established a deadline of December 22, 2019, for Staff to submit a recommendation in this case. On December 3 and December 10, 2019, Ameren Missouri filed substitute tariff sheets. On December 20, 2019, Staff submitted its recommendation regarding Ameren Missouri's tariffs. In lieu of a response to Staff's recommendation, on January 7, 2020, the Signatories jointly submitted an *Initial Stipulation and Agreement* ("*Initial Stipulation*").

2. In the *Initial Stipulation*, Ameren Missouri and Staff asked for approval of interim rates,¹ subject to true-up,² while the Signatories continued to discuss an appropriate throughput disincentive true-up calculation. The Signatories further stated that if an agreement could not be reached by July 31, 2020, they would submit a proposed procedural schedule to resolve the throughput disincentive true-up calculation issue.

3. Staff and Ameren Missouri have been working together to resolve the issue regarding an appropriate throughput disincentive true-up calculation, and have reached an agreement which negates the need for the submission of a procedural schedule. The terms upon which the Signatories reached their agreement are as follows:

SPECIFIC TERMS AND CONDITIONS

4. As a result of settlement discussions, the Signatories have agreed that a reduction of \$695,012 is the appropriate result of the throughput disincentive true-up calculation that is acceptable to both parties. The Signatories agree that in its next Rider EEIC filing, Ameren Missouri will request and Staff will support a reduction to the Cycle 2 EO of \$695,012. The

¹*Initial Stipulation*, Paragraph 4:

... the Signatories have agreed that the attached Tariff Sheet No. 91.23, which reflects no true-up of the throughput disincentive, may go into effect on February 1, 2020, should the Commission approve this *Stipulation*. Rather than adopting the throughput disincentive true-up calculation methodology and inputs utilized by Ameren Missouri or Staff in their respective positions, the Signatories agree that as an interim measure, Tariff Sheet No. 91.23 shall reflect the results of deemed calculations (for the purposes of this *Stipulation* referred to hereafter as "Interim Calculations") utilizing the re-basing established in File No. ER-2016-0179, as well as a .85 net-to-gross with the deemed savings approved for MEEIA Cycle 2 programs in File No. EO-2015-0055....The Signatories agree that the amounts recovered as a result of these Interim Calculations are subject to true-up as discussed in Paragraph 6 below.

² *Initial Stipulation*, Paragraph 6:

...The Signatories agree that once Final Calculations are determined, whether by agreement of the Signatories or by Commission decision, the difference between the amounts recovered under the Interim Calculations and the amounts that would have been recovered for the same period under Final Calculations (i.e., the true-up) shall be included in the next Rider EEIC filing for collection or refund, as appropriate.

difference between the amount recovered under the Interim Calculations adopted in the *Initial Stipulation* and the amount that would have been collected for the same period under the calculations agreed to in this *Second Stipulation* will be reflected in the Company's next Rider EEIC filing.

GENERAL PROVISIONS

5. This *Second Stipulation* is being entered into solely for the purpose of settling the issue specifically set forth above, and represents a settlement on a mutually agreeable outcome without resolution of specific issues of law or fact. This *Second Stipulation* is intended to relate *only* to the specific matters referred to herein; no Signatory waives any claim or right which it may otherwise have with respect to any matter not expressly provided for herein. No party will be deemed to have approved, accepted, agreed, consented, or acquiesced to any substantive or procedural principle, treatment, calculation, or other determinative issue underlying the provisions of this *Second Stipulation*. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this *Second Stipulation* in any other proceeding, regardless of whether this *Second Stipulation* is approved.

6. This *Second Stipulation* has resulted from extensive negotiations, and the terms hereof are interdependent. If the Commission does not approve this *Second Stipulation*, approves it with modifications or conditions to which a party objects, or issues an order in another Commission case that negates its approval or conditions, or modifies the *Second Stipulation* in a manner to which any party objects, then this *Second Stipulation* shall be null and void, and no Signatory shall be bound by any of its provisions.

7. If the Commission does not approve this *Second Stipulation* unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this

Second Stipulation, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with Section 536.090, RSMo 2000 or Article V, Section 18 of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this *Second Stipulation* had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this *Second Stipulation* shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

8. If the Commission unconditionally accepts the specific terms of this *Second Stipulation* without modification, the Signatories waive, with respect only to the issue resolved herein: their respective rights (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2), RSMo 2000; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2000; (3) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000; and (4) their respective rights to judicial review pursuant to Section 386.510, RSMo Supp. 2011. These waivers apply only to a Commission order respecting this *Second Stipulation* issued in this above-captioned proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this *Second Stipulation*.

9. This *Second Stipulation* contains the entire agreement of the Signatories concerning the issue addressed herein.

10. This *Second Stipulation* does not constitute a contract with the Commission and is not intended to impinge upon any Commission claim, right, or argument by virtue of the *Second*

Stipulation's approval. Acceptance of this *Second Stipulation* by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has or as an acquiescence of any underlying issue. Thus, nothing in this *Second Stipulation* is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

11. The Signatories agree that this *Second Stipulation*, except as specifically noted herein, resolves all issues related to these topics, and that this *Stipulation* should be received into the record without the necessity of any witness taking the stand for examination.

WHEREFORE, the Signatories respectfully request that the Commission approve the agreements described herein, and grant any other and further relief as it deems just and reasonable.

Respectfully submitted,

/s/ Paula N. Johnson

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**Attorney for the Staff of the
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on the parties of record via electronic mail (e-mail) on this 21st day of July 2020.

/s/ Paula N. Johnson
Paula N. Johnson