

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

In the Matter of Union Electric Company)
d/b/a Ameren Missouri's Request for a)
Waiver of Various Tariffs and Regulations) File No. EE-2019-0382
to Enable the Deployment of Automated)
Metering Infrastructure Beginning in 2020.)

PARTIAL STIPULATION AND AGREEMENT

COME NOW Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or the "Company"), Staff of the Missouri Public Service Commission ("Staff"), the Office of the Public Counsel ("OPC"), AARP, and Consumers Council of Missouri ("CCM"), (collectively referred to as "Signatories"), and submit this *Partial Stipulation and Agreement and Proposed Procedural Schedule* ("*Partial Stipulation*") for approval by the Missouri Public Service Commission ("Commission") so that the remaining issues in this matter can be narrowed.¹ In support of this *Partial Stipulation*, the Signatories respectfully state as follows:

BACKGROUND

1. On October 8, 2019, Ameren Missouri filed in this case an *Application for Variances* with related exemplar tariff revisions and a *Smart Meter Plan Report* ("*Report*"). The *Application for Variances* requested regulation waivers and/or tariff revisions, including:

- Variances and revisions regarding disconnections and reconnections:
 - 20 CSR 4240-13.050(9) (variance)
 - Tariff Sheet No. 143 (revision)
 - Tariff Sheet No. 144 (revision)
 - Tariff Sheet No. 145 (revision)

¹ While the Office of the Public Counsel did not join as a signatory, it did indicate it would not object to this *Stipulation*.

- Variance regarding interval versus meter register data:
 - 20 CSR 4240-13.020(9) (variance)
- Variances and revisions regarding customer meter readings:
 - 20 CSR 4240-13.020(2)(A)(3) (variance)
 - 20 CSR 4240-13.020(3) (variance)
 - 20 CSR 4240-13.040(3) (variance)
 - Tariff Sheet No. 130 (revision)
- Estimation routines:²
 - Tariff Sheet No. 131.1 (revision)

2. On October 23, 2019, OPC, AARP, and CCM submitted pleadings expressing concerns with the variances regarding disconnection and reconnection, and all three parties requested a hearing. Specifically, all three parties expressed concerns with the discontinuation of door knocks before disconnection. Subsequently, the parties began discussions to determine whether the scope of the proceeding could be narrowed to the expressed concerns and related issues so that matters determined to be uncontested could move forward, minimizing the risk of delay of the AMI roll-out. The Signatories also discussed a time frame during which the remaining issues could be addressed in a full procedural schedule. This *Partial Stipulation* reflects the results of those efforts. Ultimately, the parties agreed that they could recommend to the Commission that certain portions of the *Application for Variances* be approved as submitted, certain portions be approved as modified herein, and the remaining portions be deferred for discussion or hearing at a later date. The Signatories recommend the Commission approve this *Partial Stipulation* and

² Ameren Missouri contended in its *Application for Variances* that no variance is required from 20 CSR 4240-13.020(C) regarding estimation procedures, but provided justification for a variance should the Commission find one was necessary. The Signatories to this *Partial Stipulation* agree that no variance is necessary.

establish a procedural conference to determine a schedule for the resolution of the remaining issues.

3. In light of the foregoing, the Signatories to this *Partial Stipulation* agree to the following terms and conditions.

SPECIFIC TERMS AND CONDITIONS

4. Variances and Waivers that may be approved as filed. As a result of settlement discussions, the Signatories have agreed to recommend that the Commission approve the following portions of the *Application for Variances* without modification and as they are reflected in the October 8, 2019, filing. Specifically, the Signatories agree that the variances and tariff revisions listed in Attachment 1, and incorporated herein, are appropriate for the implementation of AMI.

5. Application for Variances sections that may be approved as modified. As a result of settlement discussions, the Signatories have agreed to recommend that the Commission approve the variance referenced in Attachment 2, as modified herein. Specifically, the Signatories agree that the Company's requested variance described in Attachment 2 to this *Partial Stipulation* may be approved, under the following terms, so that beginning and ending meter register readings do not have to be included on Time of Use ("TOU") customers' bills:

The Company agrees to collect both interval and register reads to store in its databases so that any manual review of a TOU bill by Ameren Missouri's customer service personnel can be informed by a register read. The Company further agrees to perform an analysis comparing accumulated residential interval data and register read data to assess the consistency of the two reading types. A preliminary analysis and discussion will take place within six months plus 45 days from the time the first AMI becomes operational, and a final analysis will be provided to Staff and OPC within 45 days of the one year anniversary of the first operational AMI meter, and will be used as the basis of good faith discussions at that time regarding any prospective changes or enhancements that are necessary or appropriate for the Company to undertake in order to optimize processes related to interval billing or manual review of bills that leverages all available meter data in a cost effective manner. The analysis will include, at a minimum, the following data and statistics related to the population of residential AMI meters with at least 2 months of data available to analyze:

- 1) total residential customers billed on AMI during the period;
- 2) total residential customers interval billed on AMI during the period;
- 3) number of residential estimated bills during the period;
- 4) number of residential estimated interval bills during the period;
- 5) average kWh difference between interval based usage and register based usage for all residential customers served through AMI for the period of study, and separately for all residential interval billed customers for the period of study;
- 6) average % difference between interval based usage and register based usage for all residential customers served through AMI for the period of study and separately for all residential interval billed customers for the period of study;
- 7) distributions of the differences, expressed both in kWh and in percentages, between interval based usage and register based usage for all residential customers served through AMI for the period of study and separately for all residential interval billed customers for the period of the study, with distribution bins of size of 0.5 kWh and 0.5% respectively.

Upon completion of the reporting above, the Company will meet with Staff and OPC to assess the data and work in good faith to determine any appropriate next steps including continued reporting and monitoring, or development of thresholds for additional intervention in the billing process to review certain estimated bills or reconcile those with significant differences between interval and register reads, with the goal of ensuring an appropriate standard for billing accuracy that also maintains operational efficiencies to keep costs reasonable for the benefit of all customers.

6. Application for Variances sections reserved for future determination. The Signatories will continue discussions to see if a resolution can be reached regarding the issues related to disconnection and reconnection, and fees associated therewith, as contained in Attachment 3 to this *Partial Stipulation*, as well as any additional variances or waivers that may be necessitated by virtue of those matters contained in said Attachment 3.

7. Compliance Tariffs. The Signatories agree that the Company will submit for Commission approval compliance tariffs consistent with this *Partial Stipulation* after the issuance of a Commission order approving this *Partial Stipulation*.

8. Procedural Conference. The Signatories request that the Commission schedule a Procedural Conference to occur no later than July 1, 2020. Should the parties not reach a resolution regarding the remaining disconnection and reconnection issues before that Procedural Conference,

they will use that conference to establish a procedural schedule for resolution of the remaining issues before the end of the calendar year 2020, if practicable.

GENERAL PROVISIONS

9. This *Partial Stipulation* is being entered into solely for the purpose of settling the issues specifically set forth above, and represents a settlement on a mutually-agreeable outcome without resolution of specific issues of law or fact. This *Partial 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 *Partial Stipulation*. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this *Partial Stipulation* in any other proceeding, regardless of whether this *Partial Stipulation* is approved.

10. This *Partial Stipulation* has resulted from extensive negotiations among the Signatories and the terms hereof are interdependent. In the event the Commission approves this *Partial Stipulation* with modifications or conditions to which a party objects, then this *Partial Stipulation* shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

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

12. If the Commission unconditionally accepts the specific terms of this *Partial Stipulation* without modification, the Signatories waive, with respect only to the issues 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 the reading of the transcript by the Commission pursuant to Section 536.080.2 (RSMo 2000); (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000; and (5) their respective rights to judicial review pursuant to Section 386.510, RSMo Supp. 2011. These waivers apply only to a Commission order respecting this *Partial 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 *Partial Stipulation*.

13. The Staff and Ameren Missouri shall also have the right to provide, at any agenda meeting at which this *Partial Stipulation* is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that Staff and Ameren Missouri shall, to the extent reasonably practicable, provide the other Signatories with advance notice of when they shall respond to the Commission's request for such explanation once such explanation is requested from Staff or Ameren Missouri. Staff's and Ameren Missouri's oral explanation shall be subject to

public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to the Commission's rules on confidential information.

14. This *Partial Stipulation* contains the entire agreement of the Signatories concerning the issues addressed herein.

15. This *Partial 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 *Partial Stipulation's* approval. Acceptance of this *Partial 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 *Partial 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.

16. The Signatories agree that this *Partial Stipulation*, except as specifically noted herein, resolves all issues related to these topics, and that the agreement 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 this *Partial Settlement*, including the scheduling of a Procedural Conference to promote the timely resolution of the remaining issues, as set forth herein.

/s/ Paula N. Johnson

Paula N. Johnson, #68963
Senior Corporate Counsel
Ameren Missouri
1901 Chouteau
P.O. Box 66149, MC 1310
St. Louis, MO 63166-6149
(314) 554-3533 (phone)
(314) 554-4014 (fax)
AmerenMOService@ameren.com

Eric Kendall Banks, #28655
Banks Law LLC
308 N. 21st Street, Suite 401
St. Louis, MO 63103
(314) 583-7075 (phone)
(314-365-2789 (facsimile)
ericbanks@bankslawllc.com

**Attorneys for Union Electric Company
d/b/a Ameren Missouri**

/s/ Jeffrey A. Keevil

Jeffrey A. Keevil
Missouri Bar No. 33825
P. O. Box 360
Jefferson City, MO 65102
(573) 526-4887 (Telephone)
(573) 751-9285 (Fax)
Email: jeff.keevil@psc.mo.gov

**Attorney for the Staff of the
Missouri Public Service Commission**

/s/ John B. Coffman

John B. Coffman MBE #36591
John B. Coffman, LLC
871 Tuxedo Blvd.
St. Louis, MO 63119-2044
Ph: (573) 424-6779
E-mail: john@johncoffman.net

**Attorney for AARP and the
Consumers Council of Missouri**