

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

In the Matter of the Second Prudence Review)	
of Union Electric Company /d/b/a Ameren)	
Missouri's Implementation of Energy)	File No. EO-2017-0023
Efficiency Programs in Furtherance of the)	
Missouri Energy Efficiency Investment Act)	
(MEEIA).)	

**SUBSTITUTE STIPULATION AND AGREEMENT
REGARDING ADJUSTMENTS TO AMEREN MISSOURI'S EEIR**

COMES NOW Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri” or “the Company”), the Staff of the Missouri Public Service Commission (“Staff”), and the Office of the Public Counsel (“OPC”), (collectively “Signatories”), and present to the Missouri Public Service Commission (“Commission”) for approval this *Substitute Stipulation and Agreement Regarding Adjustments to Ameren Missouri’s EEIR* (“*Substitute Agreement*”) commemorating an agreement between the Signatories resolving the issues in this case. In support of this *Substitute Agreement*, the Signatories respectfully state as follows:

BACKGROUND

1. On July 25, 2016, Staff issued its *Notice of Start of Second MEEIA¹ Prudence Audit* through which it examined the costs associated with Ameren Missouri's Demand Side Programs Investment Mechanisms (“DSIM”). On December 22, 2016, Staff issued its *Report of Second MEEIA Prudence Review and Proposed Adjustments* (“*Report*”). Because it questioned some of Staff's recommendations, Ameren Missouri submitted a *Request for Hearing* on December 30, 2016. On February 3, 2017, certain parties to this proceeding submitted a *Joint Proposed Procedural Schedule*. The Commission issued its *Order Setting Procedural Schedule*

¹ Missouri Energy Efficiency Investment Act.

on March 1, 2017. Staff and the Company continued discussions and ultimately agreed to a compromise position regarding the amount of the adjustment to be made to Ameren Missouri's Energy Efficiency Rate ("EEIR") without addressing the prudence or imprudence of any expenditure, satisfying both parties. Accordingly, on March 16, 2017, Staff and the Company submitted their *Stipulation and Agreement*, intended to resolve the issues raised in Staff's *Report*.

2. On March 23, 2017, OPC submitted to the Commission in this docket a pleading entitled *Office of the Public Counsel's Objection to the Stipulation and Agreement Regarding Adjustments to Ameren Missouri's EEIR* ("Objection"). OPC and the Company engaged in discussions to determine whether the OPC's concerns regarding the *Stipulation and Agreement* could be resolved. As a result of these discussions, Ameren Missouri, OPC, and Staff agreed to amend the original *Stipulation and Agreement*. The Signatories to this *Substitute Agreement* concur that the amended settlement terms contained herein represent a fair and appropriate resolution of all outstanding issues between them in this docket.

SPECIFIC TERMS AND CONDITIONS

3. In light of the foregoing, the Signatories to this *Substitute Agreement* agree that, in its next Rider EEIC filing to adjust its EEIR for each customer classification, Ameren Missouri shall include a \$60,000 credit to customers as an "Ordered Adjustment" in the "Net Ordered Adjustment" component of its EEIR calculations. The \$60,000 reflects the removal of certain expenses for marketing and an employee recognition event, as well as the recognition of program costs from the 3rd quarter of 2016.

4. The Signatories further agree that once this adjustment is made no other adjustments to the EEIR with regard to issues raised in Staff's *Report* will be necessary for the

MEEIA review period of July 1, 2014, through December 31, 2015, and for the carry-over period of January 1, 2016, through October 31, 2016. Any issue not raised in Staff's *Report*, and for which a needed correction is later identified, shall not be prohibited by this *Substitute Agreement*.

5. With the execution of this *Substitute Agreement*, the prior *Stipulation and Agreement* executed by Staff and Ameren Missouri, as well as the *Objection* thereto by OPC, are moot. Accordingly, the Signatories hereby withdraw both the March 16, 2017 *Stipulation and Agreement*, and the March 23, 2017 *Objection*.

6. Implementation. The Signatories agree that Commission's approval of this *Substitute Agreement* will allow Ameren Missouri to implement this adjustment in its next EEIR filing.

GENERAL PROVISIONS

7. This *Substitute Agreement* 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 *Substitute Agreement* 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 Signatory 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 *Substitute Agreement*. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this *Stipulation and Agreement* in any other proceeding, regardless of whether this *Substitute Agreement* is approved.

8. This *Substitute Agreement* has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not approve this *Substitute Agreement*, 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 *Stipulation and Agreement* in a manner to which any Signatory objects, then this *Substitute Agreement* shall be null and void, and no Signatory shall be bound by any of its provisions.

9. If the Commission does not approve this *Substitute Agreement* unconditionally and without modification, notwithstanding its provision that it shall become void, neither this *Substitute Agreement*, 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 536.080 RSMo 2000 or Article V, Section 18 of the Missouri Constitution. The Signatories shall retain all procedural and due process rights as fully as though this *Substitute Agreement* had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this *Substitute Agreement* 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.

10. If the Commission unconditionally accepts the specific terms of this *Substitute Agreement* 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 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 *Substitute Agreement* 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 *Substitute Agreement*.

11. This *Substitute Agreement* contains the entire agreement of the Signatories concerning the issues addressed herein.

12. This *Substitute Agreement* 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 *Substitute Agreement's* approval. Acceptance of this *Substitute Agreement* 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 *Substitute Agreement* 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.

13. The Signatories agree that this *Substitute Agreement*, 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 *Substitute Agreement*, so that Ameren Missouri may move forward on these provisions, and grant any other and further relief as it deems just and equitable.

Respectfully submitted,

/s/ Paula N. Johnson

Paula N. Johnson, #68963

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**ATTORNEY FOR THE STAFF OF THE
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COMMISSION**

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 10th day of April 2017, to counsel for all parties on the Commission's service list in this case.

/s/ Paula N. Johnson