

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

In the Matter of Union Electric Company)
d/b/a Ameren Missouri's Tariffs to Increase) File No. ER-2019-0335
Its Revenue for Electric Service.)

**UNANIMOUS STIPULATION AND AGREEMENT
REGARDING KEEPING CURRENT FUNDS
AND MOTION FOR EXPEDITED TREATMENT**

COMES NOW Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri” or “the Company”), the Staff of the Missouri Public Service Commission (“Staff”), the Office of the Public Counsel (“OPC”), and Consumers Council of Missouri (“CCM”), (collectively “Signatories”), and present to the Missouri Public Service Commission (“Commission”) for approval this *Unanimous Stipulation and Agreement Regarding Keeping Current Funds (“Keeping Current Stipulation”)*.¹ In support of this *Keeping Current Stipulation*, the Signatories respectfully state as follows:

BACKGROUND

1. On March 2, 2020, several parties to the above-captioned case submitted a *Corrected Non-Unanimous Stipulation and Agreement (“Corrected Stipulation”)* resolving the majority of the issues in this rate review matter related to the establishment of the Company's revenue requirement. Paragraph 45 of that *Corrected Stipulation* provided for the following with regard to funding of Ameren Missouri's Keeping Current program: "The total budget for Keeping

¹ While not signatories to the *Keeping Current Settlement*, the remaining parties to this proceeding have indicated they do not object to its approval. Accordingly, this agreement may be considered a unanimous one. Specifically, counsel for the following parties were contacted and indicated they had no objection: Natural Resources Defense Council, Sierra Club, Renew Missouri Advocates, Midwest Energy Consumers Group, Missouri Department of Natural Resources – Division of Energy, and Missouri Industrial Energy Consumers.

Current shall be increased from \$1.3 million to \$2 million, with a 50/50 ratepayer/shareholder funding sharing mechanism for the entire budget." On March 18, 2020, the Commission approved the *Corrected Stipulation*, and Ameren Missouri subsequently implemented the Keeping Current funding increase.

2. As the funding increase was approved, the global pandemic began to have a more significant impact in the Company's service territory. With less foot traffic to energy assistance agencies and a reduction in energy assistance applications during disconnection moratoriums, Keeping Current enrollment decreased 57% from 2019 to 2020. This means that approximately \$1.3 million of the Keeping Current assistance budgeted for 2020 was unused.

3. The Keeping Current Collaborative² has engaged in discussions to determine the best way to reallocate the unused funding carried over from 2020. The Keeping Current Collaborative representatives have identified an appropriate use of the approximately \$1.3 million of unused Keeping Current funding, as described in more detail below. The Signatories want to begin disbursement of the funds as described in Paragraphs 5 and 6 below as soon as practical. Accordingly, the Signatories request expedited treatment of this *Keeping Current Stipulation* pursuant to 20 CSR 4240-2.080(14). There will be no negative effect, and in fact will be benefits provided, by garnering approval in an expedited fashion so that disbursement of funding pursuant to Paragraphs 5 and 6 below can be accomplished in an expedited manner. Additionally, expeditious treatment of this *Keeping Current Stipulation* will allow the timely submission of compliance tariffs in order to effectuate the changes to the Keeping Cool program described in Paragraph 7 below. This pleading was filed as soon as agreement with the

² The Keeping Current Collaborative includes representatives of Ameren Missouri, Staff, OPC, and CCM.

Signatories could be reached, and approving this *Keeping Current Settlement* on an expedited basis will benefit customers in Ameren Missouri's service territory.

SPECIFIC TERMS AND CONDITIONS

4. Keeping Current Program Manager. The Signatories agree that \$150,000 shall be used to fund for a two-year period a Keeping Current Program Manager position, inclusive of salary, benefits, incidentals, and administrative support. This will be a full time position for a subject matter expert responsible for optimizing program utilization through agency training, supporting community outreach activities, and completing direct enrollments. This position will also provide monthly reports to the Keeping Current Collaborative and will collaborate with Ameren Missouri's Customer Advocacy department regarding program operations and opportunities. Any ongoing funding of this position would require approval through a subsequent rate review process.

5. Administrative Support. The Signatories agree that \$150,000 will be distributed to the Keeping Current agencies to facilitate those agencies' hiring of additional personnel, communications and outreach, or other administrative overhead costs that will directly help with the processing of the increasing volume of applications for weatherization, LIHEAP, and rental and mortgage assistance. Agencies receiving these funds will provide to the Keeping Current Collaborative a plan for use of the funding and will report on the actual use of the funding on an annual basis. Funding will be pro-rated to agencies based on their performance thresholds.³

³ In other words, in order to qualify for 100% funding, the agency must have a 100% performance threshold. Agencies with lower performance thresholds will receive a partial distribution, and could ultimately receive 100% funding with improved performance.

6. Energy Assistance. The Signatories agree that \$1 million will be provided as energy assistance to vulnerable customers in need of assistance. While the program details are not yet finalized, the Signatories intend this to operate much like the Clean Slate program.

7. Keeping Cool Shoulder Months. The Keeping Current Collaborative also examined whether the Keeping Cool program should be extended to include shoulder months (i.e., expand from June through August to May through September).⁴ The Keeping Current Collaborative determined that expanding the shoulder months would be a beneficial program change for Keeping Cool. Accordingly, the Signatories also agree that Ameren Missouri shall submit compliance tariffs upon approval of this *Keeping Current Stipulation* to expand the Keeping Cool period.

GENERAL PROVISIONS

8. This *Keeping Current 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 *Keeping Current 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 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 *Keeping Current Stipulation*. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the

⁴ The Keeping Current Collaborative's exploration of whether the Keeping Cool program period should be expanded was a settlement term found at Paragraph 14 of the *Unanimous Stipulation and Agreement* submitted on July 22, 2020, in File No. EE-2019-0382.

terms of this *Keeping Current Stipulation* in any other proceeding, regardless of whether this *Keeping Current Stipulation* is approved.

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

10. If the Commission does not approve this *Keeping Current Stipulation* unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this *Keeping Current 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 2016 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 *Keeping Current 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 *Keeping Current 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.

11. If the Commission unconditionally accepts the specific terms of this *Keeping Current 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 2016; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2016; (3) their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo 2016; (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2016; and (5) their respective rights to judicial review pursuant to Section 386.510, RSMo Supp. 2020. These waivers apply only to a Commission order respecting this *Keeping Current 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 *Keeping Current Stipulation*.

12. The Staff and Ameren Missouri shall also have the right to provide, at any agenda meeting at which this *Keeping Current Stipulation* is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that Staff and Ameren shall, to the extent reasonably practicable, provide the other parties with advance notice of the agenda meeting for which the response is requested. Staff's and Ameren Missouri's oral explanations shall be subject to public disclosure, except to the extent they refer to matters that are privileged or protected from disclosure pursuant to the Commission's rules on confidential information.

13. This *Keeping Current Stipulation* contains the entire agreement of the Signatories concerning the issues addressed herein.

14. This *Keeping Current 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 *Keeping Current Stipulation's* approval. Acceptance of this *Keeping Current 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 *Keeping Current 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.

15. The Signatories agree that this *Keeping Current 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 *Keeping Current Stipulation*, 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,

Respectfully submitted,

/s/ Paula N. Johnson

Paula N. Johnson, Bar No. 68963
Director, Enterprise Ethics and Compliance
1901 Chouteau Ave
PO Box 66149, MC 1310
St. Louis, MO 63103
Phone: 314-554-3533
Fax: 314-554-4014
Email: AmerenMOService@ameren.com

**ATTORNEY FOR UNION ELECTRIC
COMPANY d/b/a AMEREN
MISSOURI**

/s/ Jeffrey A. Keevil

Jeffrey A. Keevil
Missouri Bar No. 33825
PO 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
Phone: 573-424-6779
Email: john@johncoffman.net

**ATTORNEY FOR CONSUMERS
COUNCIL OF MISSOURI**

/s/ Nathan Williams

Nathan Williams
Chief Deputy Public Counsel
Missouri Bar No. 35512
Office of the Public Counsel
Post Office Box 2230
Jefferson City, MO 65102
(573) 526-4975 (Voice)
(573) 751-5562 (FAX)
Email: Nathan.Williams@opc.mo.gov

**ATTORNEY FOR THE OFFICE OF
THE PUBLIC COUNSEL**

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 12th day of August 2021, to counsel for all parties on the Commission's service list in this case.

/s/ Paula Johnson