

**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 Its Revenues) File No. GR-2021-0241
for Gas Service.)

STIPULATION AND AGREEMENT REGARDING MSBA ISSUES

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 Missouri School Board Association (“MSBA”) (collectively “Signatories”), and present to the Missouri Public Service Commission (“Commission”) for approval this Stipulation and Agreement commemorating an agreement between the Signatories resolving all MSBA issues in this case (“*MSBA Stipulation*”).¹ In support of this *MSBA Stipulation*, the Signatories respectfully state as follows:

BACKGROUND

1. On March 31, 2021, Ameren Missouri filed tariff sheets designed to implement a general rate increase for its gas service territory, together with supporting testimony. The Commission issued a procedural schedule in its June 9, 2021 *Order Setting Procedural Schedule and Adopting Test Year* for the Company's concurrent electric rate case (File No. ER-2021-0240) and this gas rate case (File No. GR-2021-0241). This procedural schedule included a date for the provision of the preliminary true-up revenue requirement, including true-up accounting schedules with supporting workpapers, to all parties by November 5, 2021, and culminated in an evidentiary hearing set to begin November 29, 2021 and continue through December 10, 2021. Due to settlement of revenue requirement and certain rate design issues in the electric rate case (File No. ER-2021-0240), the evidentiary hearing was postponed to commence on December 6, 2021 and last through December 10, 2021.

¹ The remaining issues do not affect the MSBA issues resolved by this *MSBA Stipulation*, and will either be resolved by the Commission after an evidentiary hearing or which may be resolved, in whole or in part, by an additional stipulation among the parties.

2. After the dissemination of the true-up information, the Signatories began negotiations in earnest to determine whether a resolution of issues could be mutually reached in advance of the evidentiary hearings. As a result of these discussions, the Signatories have agreed to a mutually acceptable resolutions to all MSBA issues as set forth in more detail below. The Signatories agree that resolution of these issues will shorten the forthcoming hearing, but all the non-MSBA issues may require a hearing.

SPECIFIC TERMS AND CONDITIONS

3. MSBA Pilot Program Revisions. In the Company's last gas general rate case, File No. GR-2019-0077, the Signatories agreed to establishment of a Pilot Program for MSBA schools and certain reporting requirements for such Pilot. The Signatories agree that the provision for the MSBA Pilot Program as set out in the Company's Natural Gas Transportation Service schedule, Sheet No. 16, section 10, should be revised to read as follows:

The general purpose of this Pilot Program is to collect relevant information regarding the cost of providing monthly cash-out to Eligible School Entities and New Eligible School Entities. Per the Non-unanimous Stipulation and Agreement in File No. GR-2019-0077 and modified by the Stipulation and Agreement in File No. GR-2021-0241 concerning MSBA issues, the following temporary imbalance provisions will apply with the first November billing month following the effective date of rates in the GR-2021-0241 case to Eligible School Entities represented by the Missouri School Board Association. The Pilot Program will terminate on conclusion of the Company's next general rate case.

- 1) Negative imbalances greater than 5% of nominations as adjusted by the loss factor will be billed at 110% of the monthly average of daily midpoint

indexed commodity prices as quoted in Platt's Gas Daily for the respective pipeline. The transportation charge of \$0.150 per Ccf will not apply.

2) Positive imbalances greater than 5% of nominations as adjusted by the loss factor will be purchased at 90% of the monthly average of daily midpoint indexed commodity prices as quoted in Platts Gas Daily for the respective pipeline.

3) Imbalances less than 5% of nominations as adjusted by the loss factor will be billed at 100% of the monthly average of daily midpoint indexed commodity prices as quoted in Platt's Gas Daily for the respective pipeline. The transportation charge of \$0.150 per Ccf will not apply.

All other rates and provisions under this tariff shall continue to apply to the Eligible School Entities represented by the Missouri School Board Association unless specifically stated otherwise. Any conflicts between this Section 10 and other provisions under this tariff shall be resolved in favor of this Section 10. The following reporting will be required: a) All the monitoring related to the pilot and school aggregation program costs, effect, etc. as approved in File No. GR-2019-0077 and consistent with the MSBA Pilot Tracking Plan filed in that case will continue; b) Ameren Missouri will file a report on the program (similar to the MSBA Pilot Program Report filed in File No. GR-2019-0077) with annual and cumulative information on the pilot each November with its PGA/ACA filing; and c) Ameren Missouri should file a similar report with its minimum filing requirements in its next rate case.

GENERAL PROVISIONS

4. This *MSBA Stipulation* is being entered into solely for the purpose of settling the issues specifically set forth above, and unless otherwise specifically set forth herein represents a settlement on a mutually-agreeable outcome without resolution of specific issues of law or fact. This *MSBA*

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 *MSBA Stipulation* except as otherwise specifically set forth herein. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this *MSBA Stipulation* in any other proceeding, regardless of whether this *MSBA Stipulation* is approved.

5. This *MSBA Stipulation* has resulted from extensive negotiations among the Signatories and the terms hereof are interdependent. In the event the Commission does not approve this *MSBA Stipulation*, or approves it with modifications or conditions to which a Signatory objects, then this *MSBA Stipulation* shall be null and void, and no Signatory shall be bound by any of its provisions.

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

7. If the Commission unconditionally accepts the specific terms of this *MSBA 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 *MSBA 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 *MSBA Stipulation*.

8. The Signatories shall also have the right to provide, at any agenda meeting at which this *MSBA Stipulation* is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that each Signatory shall, to the extent reasonably practicable, provide the other parties with advance notice of the agenda meeting for which the response is requested. Signatory'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.

9. This *MSBA Stipulation* contains the entire agreement of the Signatories concerning the issues addressed herein.

10. This *MSBA 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 *MSBA Stipulation's* approval. Acceptance of this *MSBA 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 *MSBA 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 *MSBA Stipulation*, except as specifically noted herein, resolves all issues related to these topics, and that the agreement and its exhibits should be received into the record without the necessity of any witness taking the stand for examination. Further, contingent upon Commission approval of this *MSBA Stipulation* without modification, the Signatories hereby stipulate to the admission into the evidentiary record of the pre-filed written testimony of their witnesses except for those witnesses testifying on the remaining issues set for evidentiary hearing.

WHEREFORE, the Signatories respectfully request that the Commission approve this *MSBA Stipulation*, so that Ameren Missouri may move forward on these provisions, and grant any other and further relief as it deems just and equitable.

(Signature blocks appear on the next page)

Respectfully submitted,

/s/ **Jamie S. Myers**

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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 3rd day of December, 2021, to counsel for all parties on the Commission's service list in this case.

/s/ Jermaine Grubbs

Jermaine Grubbs