

**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.)

UNANIMOUS STIPULATION AND AGREEMENT

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”), Renew Missouri Advocates, and the Missouri School Board Association (“MSBA”) (collectively “Signatories”¹), and present to the Missouri Public Service Commission (“Commission”) for approval this Stipulation and Agreement (“*Stipulation*”) commemorating an agreement between the Signatories resolving all the issues in this case, except for the MSBA issue.² In support of this *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*. This procedural schedule included a date for the provision of the preliminary true-up revenue requirement, including true-up accounting schedules with supporting

¹ Midwest Energy Consumers Group (“MECG”) and Consumers Council of Missouri (“CCM”) are parties to the case, and have authorized the Signatories to represent that MECG and CCM do not oppose this *Stipulation*.

² The MSBA issue does not affect the revenue requirement resolved by this *Stipulation*, and was resolved by a separate MSBA stipulation among MSBA, Staff and the Company.

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.

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 series of compromises to determine mutually acceptable resolutions to all issues, except for the MSBA issue that was resolved via a separate stipulation, as set forth in more detail below. The Signatories agreed to the settled “black box” revenue requirement increase amount using their own assumptions.

SPECIFIC TERMS AND CONDITIONS

A. Revenue Requirement and Billing Determinants

3. Revenue Requirement Increase. The Signatories agree that Ameren Missouri should be authorized to file tariffs designed to increase the Company's annual gas revenues by \$5.0 million, exclusive of any applicable license, occupation, franchise, gross receipts taxes, or similar fees or taxes, to become effective February 28, 2022. If a customer's billing cycle covers days both before and after the effective date of the new rates, the new and old rates will be pro-rated on the customer's bill.

4. Billing Determinants.

a The Signatories agree that the billing determinants set forth in Exhibit A, which is incorporated herein by reference, shall be used to set the rates implemented from this case.

B. Continuation of Existing Tracking Mechanisms

5. The Signatories agree that the Company's existing tracking mechanisms, on the terms approved by the Commission in the Company's prior general rate proceedings, shall

continue as follows:

- a. Uncertain Tax Positions (a/k/a Fin. 48 Tracker)
- b. Property Tax Appeals
- c. Pension Tracker, with its base level set at (\$147,645)
- d. Other Post-Employment Benefits (a/k/a OPEB) Tracker, with its base level set (\$419,469)

C. Amortizations

6 The Signatories agree to continue the agreement from the Corrected Non-Unanimous Stipulation and Agreement approved in File No. GR-2019-0077 regarding resetting amortizations in the next gas general rate proceeding, with the annual amortization amounts set forth in Exhibit B.

7. The Signatories also agree that Staff's position from File No. GU-2021-0112³ should be adopted so that deferrals of the regulatory asset authorized in that case are amortized over five years, starting the effective date of new rates in this case, with no rate base treatment.

D. Rate Base and Depreciation

8 Rate Base. The Signatories agree that the rate base as of September 30, 2021 is \$313 million.

9. Depreciation Rates. The Signatories agree that the depreciation rates set forth on Exhibit C attached hereto and incorporated herein by this reference shall be implemented effective February 28, 2022. Exhibit C adopts Staff's recommendation for depreciation rates, except for the rates applicable to Advanced Metering Infrastructure ("AMI") modules, which reflect Ameren Missouri's position.

10. Ameren Missouri agrees that it will not create new sub-accounts for general plant amortization accounts and assign a depreciation rate of 0%, but instead Ameren Missouri will

³ In the Matter of the Application of Union Electric Company d/b/a Ameren Missouri for an Accounting Authority Order to Record and Preserve Net Costs and Revenues Related to COVID-19.

continue to regularly retire assets from the general plant amortization accounts that exceed the amortization period.

11. Staff's proposed reallocations of negative reserve balances from Accounts 305, 311 and 387, and Staff's proposed adjustments to Accounts 374, 376 and 380 will not be implemented.

12. AMI software: The Company's position on AMI software will be adopted, except that amortization of the deferred balances will begin in the first month following use of the AMI software to support gas modules placed in-service.

E. Allocation and Rate Design.

13. The rate increase will be applied as an equal percentage to all classes. The Residential class customer charge will stay the same. The rate increase will be allocated between all other rate components on an equal percentage basis.

F. Cost Measurement Savings Reporting.

14. Cost savings measures that will be allocated to gas operations, if any, will be identified in the reporting under the Cost Measurement Saving Reporting as described in the *Unanimous Stipulation and Agreement* filed on November 24, 2021 in the concurrent electric rate review case (File No. ER-2021-0240).

G. Rider DCA Transitioned to Rider WNAR.

15. The Company will discontinue its Rider DCA and transition to the WNAR tariff for only the Residential class, which removes the conservation pieces from the Company's proposed WCAR tariff from File No. GR-2019-0077⁴ and mirrors the modified WNAR Rider recently approved by the Commission for Spire Missouri in File No. GR-2021-0108. The details

⁴ In Ameren Missouri witness Michael Harding's rebuttal testimony in this case, at page 8 and footnote 6, he described the Company's proposed WCAR tariff from File No. GR-2019-0077 as an alternative to the Company's Rider DCA to account for the impacts of weather and conservation.

of the WNAR tariff, and mechanics of the transition to it from the DCA Rider, will be worked out amongst the parties and submitted with compliance tariffs in this case.

H. Low-Income/Payment Assistance Programs.

16. Critical Needs Program. Starting in the first quarter of 2022, the Signatories will work together and meet at least once per quarter to develop a program accomplishing the goals of the critical needs program generally described in OPC witness Dr. Geoff Marke's direct testimony. Costs of development, implementation, and operation for the gas portion of the program will be split 50/50 between customers and the Company for a \$60,000 total annual budget.

17. Clean Slate for Natural Gas. The Company will fund a Clean Slate Program for natural gas in the amount of \$500,000, and the funds will be used in either 2022 or 2023.

I. Miscellaneous Agreements.

18. Convenience Charges. Customer-facing convenience charges associated with bill payments will be eliminated for all payment channels.

19. Combination Bill Formatting. The Company will start the process of redesigning its bills in 2022. This work is expected to be completed in 2023. The Company will ensure that the revisions include the formatting of its combination bills (where a customer receives both natural gas and electric service from the Company) as described by OPC witness Mantle in her direct testimony, so that all gas charges are separated from electric charges. The Company agrees to take comments from Staff and OPC on this bill redesign before it is final.

20. Late Payment Fees. The late fee assessed on customer payments made after the bill due date shall be reduced from its current 1.5% per month to 1% per month.

21. Document Availability. Between rate cases, Staff and OPC will be afforded continuous access to Board and Board committee, ELT, ALT, and SLT documents. Company will

continuously maintain the above documentation for Staff and OPC access within 2 weeks of notice given to Company for review.

22. Advertising materials for the test year will be provided to Staff and OPC within one month after filing a general rate proceeding.

23. Energy Efficiency: The Company will transition its natural gas Energy Efficiency Program to a PAYS[®] Program as described in Ameren Missouri witness Jeffrey Berg's direct testimony. The current annual budget level of \$700,000 will be maintained, with \$450,000 of the budget allocated to the PAYS[®] program and \$250,000 allocated to the weatherization agencies through the Income-Eligible Weatherization Assistance Program ("IEWAP").

24. The miscellaneous tariff revisions described by Ameren Missouri witness Michael Harding in direct testimony, which were not contested in other parties' pre-filed testimony, will be reflected in the Company's compliance tariffs, except for the proposed updates to rebase Rate Case Block Usage ("RBCU") and Rate Case Usage ("RCU") for Rider DCA on tariff Sheet No. 31.1.

GENERAL PROVISIONS

25. This *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 *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 *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 *Stipulation* in any other proceeding, regardless of whether this *Stipulation* is approved.

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

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

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

29. The Signatories shall also have the right to provide, at any agenda meeting at which this *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.

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

31. This *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 *Stipulation's* approval. Acceptance of this *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 *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.

32. The Signatories agree that this *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 *Stipulation* without modification, the Signatories hereby stipulate to the admission into the evidentiary record of the pre-filed written testimony of their witnesses.

WHEREFORE, the Signatories respectfully request that the Commission approve this *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,

/s/ **Tim Opitz**

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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

**12 Months Ended 4-30-2021
Actual Customer Counts through 9-31-21**

	<u>Billing Units</u>	<u>Current Rates</u>	<u>Present Revenue</u>
<u>Residential</u>			
Customer Bills	1,451,248	\$15.00	\$21,768,720
Ccf	75,603,928	\$0.3136	\$23,709,392
		Total	\$45,478,112
<u>General Service</u>			
Customer Bills	157,261	\$28.44	\$4,472,503
0-7,000 Ccf	34,649,088	\$0.3048	\$10,561,042
Over 7,000 Ccf	2,578,785	\$0.1996	\$514,725
		Total	\$15,548,270
<u>Interruptible Service</u>			
Customer Bills	48	264	\$12,686
0-7,000 Ccf	269,816	\$0.3048	\$82,240
Over 7,000 Ccf	1,673,694	\$0.1639	\$274,318
<u>Assurance Gas</u>			
First 250 per day	0	\$0.0111	\$0
Over 250 per day	0	\$0.0154	\$0
		Total	\$369,245
<u>Standard Transportation</u>			
Customer Bills	7,829	\$28.34	\$221,874
Admin. Charge	7,829	\$42.87	\$335,629
0-7,000 Ccf	13,797,605	\$0.3048	\$4,205,510
Over 7,000 Ccf	23,763,328	\$0.1702	\$4,044,518
<u>School Entities (volumes)</u>			
0-7,000 Ccf	3,834,143	\$0.0044	\$16,870
Over 7,000 Ccf	324,162	\$0.0044	\$1,426
		Total	\$8,825,828

**12 Months Ended 4-30-2021
Actual Customer Counts through 9-31-21**

	<u>Billing Units</u>	<u>Current Rates</u>	<u>Present Revenue</u>
<u>Large Transportation</u>			
Customer Bills	252	\$1,432.11	\$360,892
Admin. Charge	252	\$42.87	\$10,803
0-7,000 Ccf	1,744,531	\$0.3048	\$531,733
Over 7,000 Ccf	27,969,136	\$0.1464	\$4,094,682
		Total	\$4,998,110

Exhibit B

File No. GR-2021-0241 Stipulation and Agreement

Summary of Amortizations

Pension Tracker Amortization	(186,650)
OPEB Tracker Amortization	(273,813)
Expired & Expiring Amortizations – Non Rate Base	(145,498)
COVID Cost Amortization	39,106
Excess Deferred Tax Tracker	71,644
Federal and State Excess Deferred Tax Amortization	(1,102,222)

**EXHIBIT C
AMEREN MISSOURI**

GAS DIVISION

SUMMARY OF ESTIMATED SURVIVOR CURVES, NET SALVAGE PERCENT, AND ANNUAL DEPRECIATION RATES

	DEPRECIABLE GROUP	SURVIVOR CURVE	NET SALVAGE PERCENT	DEPRECIATION RATE
TRANSMISSION PLANT				
367.00	MAINS	60-R3	(10)	1.41
369.00	MEAS. & REG. STATION EQUIP.	50-R3	(5)	0.25
DISTRIBUTION PLANT				
375.00	STRUCTURES AND IMPROVEMENTS	50-R2	(5)	2.79
376.00	GAS MAINS	60-L2.5	(5)	1.54
378.00	MEAS. & REG. STATION EQUIP. - GENERAL	45-R2	(5)	2.21
379.00	MEAS. & REG. STATION EQUIP. - CITY GATE	45-R2	(5)	2.29
380.00	SERVICES	50-L1	(10)	1.43
381.00	METERS	30-S0	3	4.51
383.00	HOUSE REGULATORS	47-L3	(25)	3.00
385.00	INDUSTRIAL MEAS. & REG. EQUIP.	40-R1	0	1.96
GENERAL PLANT				
390.00	STRUCTURES AND IMPROVEMENTS	38-R1	(5)	2.86
391.00	OFFICE FURNITURE AND EQUIPMENT - FURNITURE	15-SQ	0	6.67
391.20	OFFICE FURNITURE AND EQUIPMENT - PERSONAL COMPUTERS	5-SQ	0	20.00
392.00	TRANSPORTATION EQUIPMENT	13-L2.5	15	4.62
393.00	STORES EQUIPMENT	20-SQ	0	5.00
394.00	TOOLS, SHOP, AND GARAGE EQUIPMENT	20-SQ	0	5.00
395.00	LABORATORY EQUIPMENT	20-SQ	0	5.00
396.00	POWER OPERATED EQUIPMENT	15-S2.5	20	5.79

**EXHIBIT C
AMEREN MISSOURI**

GAS DIVISION

SUMMARY OF ESTIMATED SURVIVOR CURVES, NET SALVAGE PERCENT, AND ANNUAL DEPRECIATION RATES

	DEPRECIABLE GROUP	SURVIVOR CURVE	NET SALVAGE PERCENT	DEPRECIATION RATE
397.00	COMMUNICATION EQUIPMENT	15-SQ	0	6.67
398.00	MISCELLANEOUS EQUIPMENT	15-SQ	0	6.67

NOTES: NEW ADDITIONS FOR AMI GAS MODULES WILL HAVE THE FOLLOWING RATES:

ACCOUNT	DESCRIPTION	ACCRUAL RATE
381.10	AMI GAS MODULES	6.67