

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

In the Matter of Union Electric Company d/b/a)
Ameren Missouri's 2nd Filing to Implement) File No. EO-2015-0055
Regulatory Changes in Furtherance of Energy)
Efficiency as Allowed by MEEIA.)

**NON-UNANIMOUS STIPULATION AND AGREEMENT SETTling FINAL EM&V
FOR THE 2018 MEEIA CYCLE 2 PROGRAM YEAR**

COMES NOW Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or "Company"), Staff of the Missouri Public Service Commission ("Staff"), and the Office of the Public Counsel ("OPC") (collectively, the "Signatories"), and submit this Non-Unanimous Stipulation and Agreement ("*PY2018 Stipulation*") regarding the results of evaluation, measurement, and verification ("EM&V") for the 2018 program year ("PY2018") of Ameren Missouri's Missouri Energy Efficiency Investment Act ("MEEIA") Cycle 2 demand-side programs, as follows:

BACKGROUND

1. On February 5, 2016, Ameren Missouri and other interested parties to this case submitted to the Commission for its approval a Non-Unanimous Stipulation and Agreement ("Cycle 2 Stipulation") related to the Company's implementation of its second, three-year cycle ("Cycle 2") of MEEIA programs. The Cycle 2 Stipulation was unopposed by any party, and the Commission issued an order approving it on February 10, 2016. The Cycle 2 Stipulation contained provisions related to EM&V of the Cycle 2 demand-side programs and included procedures whereby a party may request changes (a change request) to the EM&V final reports for each program year.

2. Ameren Missouri engaged The Cadmus Group, Inc. ("Cadmus") to evaluate its residential energy efficiency programs, and ADM Associates, Inc. ("ADM") to evaluate its

business energy efficiency programs. On July 15, 2019, Cadmus and ADM (the "Evaluators") filed their PY2018 EM&V final reports in this case.

3. In accordance with 4 CSR 240-20.093(8), the Commission hired Evergreen Economics ("Evergreen" or "Auditor") to serve in the capacity of its independent contractor to audit and report on the work of each independent EM&V contractor hired by utilities with Commission-approved MEEIA programs. On July 16, 2019, the Commission issued an order granting Evergreen three additional days – until July 26, 2019 – to submit its PY2018 EM&V final report. Evergreen submitted its report respecting Ameren Missouri's programs in this case on July 26, 2019.

4. Thereafter, Ameren Missouri, Staff, and OPC discussed whether a mutually agreeable resolution could be reached regarding the differences between the EM&V reports conducted by Ameren Missouri's evaluators and Evergreen's conclusions. The culmination of those discussions is contained in the agreement set forth below.

SETTLEMENT TERMS

5. EM&V Reports. This *PY2018 Stipulation* is being filed solely to settle the issues resulting from differences in the Cadmus PY2018 EM&V final report and the recommendations provided in Evergreen's PY2018 report. This *PY2018 Stipulation* is the result of extensive review and analysis by Ameren Missouri, Staff, and OPC of the various findings contained in the PY2018 EM&V final reports of the Auditor and the Evaluators. As a result of settlement discussions, the Signatories agree that with one exception, the PY2018 EM&V Reports of Cadmus and ADM will be accepted. The sole exception is with regard to the Residential Lighting. The Signatories acknowledge that, for Residential Lighting, the Evaluators' *ex post* net savings determined by

EM&V is 6,094 MWh savings (928 kW),¹ while the Auditor determined a total net savings of 4,024 MWh (605 kW).² The Signatories agreed that a reasonable compromise is to accept a net MWh savings of 5,059 MWh (773 kW).

6. Ameren Missouri Cycle 2 Rider EEIC. Ameren Missouri shall use the Evaluators' PY2018 EM&V final reports and any changes to the Evaluators' PY2018 EM&V final reports required by the terms of this *PY2018 Stipulation* to determine the amount of throughput disincentive and earnings opportunity in compliance with the terms of Ameren Missouri's Cycle 2 Rider EEIC.

GENERAL PROVISIONS

7. This *PY2018 Stipulation* is being entered into for the purpose of disposing of the issues arising from PY2018 EM&V. In presenting this *PY2018 Stipulation*, none of the Signatories shall be deemed to have approved, accepted, agreed, consented or acquiesced to any ratemaking principle or procedural principle, including, without limitation, any method of cost or revenue determination or cost allocation or revenue related methodology, and none of the Signatories shall be prejudiced or bound in any manner by the terms of this *PY2018 Stipulation* (whether it is approved or not) in this or any other proceeding, other than a proceeding limited to enforce the terms of this *PY2018 Stipulation*, except as otherwise expressly specified herein.

8. This *PY2018 Stipulation* has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not approve this *PY2018 Stipulation*, or approves it with modifications or conditions to which a party objects, then this *PY2018 Stipulation* shall be void and no Signatory shall be bound by any of its provisions.

¹ See Cadmus Lighting Impact and Process Evaluation submitted July 15, 2019, p. 2, p. 3 Tables 2 and 3, p. 61 Table 41, and p. 63 Table 42.

² See Evergreen's Independent EM&V Audit of the Ameren Missouri PY 2018 Program Evaluations – Final Report, submitted July 26, 2019, p. 11 Table 2, and p. 68 Table 14.

9. If the Commission does not unconditionally approve this *PY2018 Stipulation* without modification, and notwithstanding its provision that it shall become void, neither this *PY2018 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 536.080, 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 *PY2018 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 *PY2018 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.

10. If the Commission unconditionally accepts the specific terms of this *PY2018 Stipulation* without modification, the Signatories waive, with respect 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 seek rehearing pursuant to Section 386.500, RSMo 2016; and (4) their respective rights to judicial review pursuant to Section 386.510, RSMo 2016. These waivers apply only to a Commission order respecting this *PY2018 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 *PY2018 Stipulation*.

11. *This PY2018 Stipulation* contains the entire agreement of the Signatories concerning EM&V for PY 2018.

12. This *PY2018 Stipulation* does not constitute a contract with the Commission. Acceptance of this *PY2018 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. Thus, nothing in this *PY2018 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.

13. Additionally, the Signatories agree that subject to the rules governing practice before the Commission and without waiving the confidentiality of the facts and positions disclosed in the course of settlement, Staff shall have the right to provide an oral explanation to support its entering into this *PY2018 Stipulation*, if the Commission requests one at any agenda meeting at which this case is noticed to be considered by the Commission. Subject to the rules governing practice before the Commission and without waiving the confidentiality of the facts and positions disclosed in the course of settlement, Staff will be available to answer Commission questions regarding this *PY2018 Stipulation*. To the extent reasonably practicable, Staff shall provide the Signatories with advance notice of any such agenda meeting so that they may have the opportunity to be present and/or represented at the meeting so that they can answer or otherwise address Commission questions.

WHEREFORE, the undersigned Signatories respectfully request the Commission issue its order approving this *PY2018 Stipulation* on the specific terms and conditions contained herein.

Respectfully submitted,

/s/ Paula N. Johnson
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CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic transmission, facsimile or email to counsel for parties in this case on this 16th day of August, 2019.

/s/ Paula N. Johnson