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Witness: Michael W. Harding  
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Sponsoring Party: Union Electric Company  
File No.: GR-2021-0241  
Date Testimony Prepared: March 31, 2021

**MISSOURI PUBLIC SERVICE COMMISSION**

**FILE NO. GR-2021-0241**

**DIRECT TESTIMONY**

**OF**

**MICHAEL W. HARDING**

**ON**

**BEHALF OF**

**UNION ELECTRIC COMPANY**

**D/B/A AMEREN MISSOURI**

**St. Louis, Missouri  
March, 2021**

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**DIRECT TESTIMONY**  
**OF**  
**MICHAEL W. HARDING**  
**FILE NO. GR-2021-0241**

**I. INTRODUCTION**

1  
2 **Q. Please state your name and business address.**

3 A. Michael W. Harding, Union Electric Company d/b/a Ameren Missouri ("Ameren  
4 Missouri" or "Company"), One Ameren Plaza, 1901 Chouteau Avenue, St. Louis, Missouri 63103.

5 **Q. What is your position with Ameren Missouri?**

6 A. I am employed by Ameren Missouri as the Manager of Rates & Analysis.

7 **Q. Please describe your educational background and employment experience.**

8 A. I received a Bachelor of Science in Business Finance from the University of Kansas  
9 in 2007. At the end of 2007, I accepted a Real-Time Trading Position with Union Electric  
10 Company, and I was subsequently promoted to Term Trader in May 2008. At the beginning of  
11 2014, I was named General Executive of Renewable Energy within Ameren Services Company. I  
12 was promoted to my current position in April 2017, where I lead a team responsible for the  
13 Company's class cost of service, rate design, tariff administration, and various other regulatory  
14 projects. Prior to my employment at Ameren, I was employed by Westar Energy (now Evergy) in  
15 various roles within their trading and asset management department.

16 **II. PURPOSE AND SUMMARY OF TESTIMONY**

17 **Q. What is the purpose of your direct testimony in this proceeding?**

18 A. My testimony will explain the development and application of the rates necessary  
19 to recover the proposed annual revenue requirement calculated by Company witness Mitchell

1 Lansford. I describe how the revenue requirement changes should be apportioned to the various  
2 rate classes, and the estimated impacts of the rate changes on the customers within the classes. I  
3 briefly describe the Company's approach to weather normalization for billing units as used by  
4 Company witness Kelsey Klein in her Class Cost of Service Study ("CCOSS"). Finally, I support  
5 some miscellaneous tariff changes filed along with this case.

6 **Q. Please identify the schedules presented in your testimony and provide a brief**  
7 **description of each.**

8 A. The schedules presented in my testimony include:

9 Schedule MWH-D1

10 This schedule consists of the tariff sheets that reflect the revised base rates and  
11 miscellaneous tariff revisions being proposed by the Company for approval by the Commission in  
12 this proceeding. If approved, these tariffs would provide an increase in the Company's net  
13 Missouri jurisdictional normalized test year base rate revenue of approximately \$9.4 million, or  
14 12.5%, over the annualized proposed test year (12 months ending December 31, 2020) revenue.

15 Schedule MWH-D2

16 This schedule shows the distribution of the net revenue increase to the Company's various  
17 customer classes resulting from the proposed tariffs in Schedule MWH-D1, excluding gross  
18 receipts taxes levied on customer billings by the various municipalities within the Company's  
19 service area. The schedule also details how the charges have been applied within each class for the  
20 recovery of the proposed revenue requirement.

21 Schedule MWH-D3

22 This schedule summarizes the class revenue requirements necessary to give the Company  
23 an opportunity, based upon test year figures, to achieve an approximately equal rate of return from

1 each of its customer classes. This information was developed from the class cost of service data  
2 contained in Schedule KAK-D2 of Ameren Missouri witness Kelsey Klein's direct testimony and  
3 is based upon the Company's proposed level of Missouri gas retail revenues.

4 Schedule MWH-D4

5 This schedule summarizes the class revenue requirements necessary to give the Company  
6 an opportunity, based upon test year figures, to achieve its proposed rate of return while  
7 recognizing the Company's proposal to move rates closer to the cost of service.

8 **III. RATE DESIGN**

9 **A. Overview of Existing Rate Structure**

10 **Q. Describe Ameren Missouri's current rate classes.**

11 A. Currently, Ameren Missouri provides natural gas service to the following rate  
12 classes: Residential, General Service, Interruptible Service, Standard Transportation Service, and  
13 Large Volume Transportation Service. The Residential class is available to customers using natural  
14 gas for domestic purposes. The General Service class is available to customers using natural gas  
15 in a single metered residential multiple occupancy dwelling, a combined residential and non-  
16 residential activity, or for any other non-residential purpose. The Interruptible Service class is  
17 available to non-residential customers whose natural gas service is subject to curtailment or  
18 interruption at the sole discretion of the Company. The Standard Transportation Service class is  
19 available to non-residential customers who purchase gas from someone other than the Company,  
20 contract with the Company for the transportation of such gas through the Company's system, and  
21 whose annual transportation requirements are expected to be 600,000 Ccf (hundred cubic feet) or  
22 less. The Large Volume Transportation Service class is available to non-residential customers who  
23 purchase gas from someone other than the Company, contract with the Company for the

1 transportation of such gas through the Company's system, and whose annual transportation  
2 requirements are expected to be greater than 600,000 Ccf.

3 **Q. Is Ameren Missouri proposing any revision or addition to the Company's**  
4 **existing rate classes?**

5 A. No.

6 **Q. How are Ameren Missouri natural gas rates within each class currently**  
7 **structured?**

8 A. Residential service rates consist of a monthly Customer Charge and a volumetric  
9 Delivery Charge. General Service rates consist of a monthly Customer Charge and a volumetric  
10 Delivery Charge (with two tiers divided at the 7,000 Ccf threshold). Interruptible Service rates  
11 consist of a monthly Customer Charge, an Interruptible Gas Delivery Charge (with two tiers  
12 divided at the 7,000 Ccf threshold), and an Assurance Gas Surcharge (with two tiers divided at the  
13 250 Ccf per day threshold). Standard Transportation and Large Volume Transportation rates  
14 consist of a monthly Customer Charge, an Electronic Gas Meter ("EGM") Charge, a  
15 Transportation Charge (with two tiers divided at the 7,000 Ccf threshold), and an Aggregation and  
16 Balancing Charge for eligible school entities only.

17 **Q. Is Ameren Missouri proposing any revision to the Company's existing rate**  
18 **structures?**

19 A. No.

## 20 **B. Summary of Rate Design Process**

21 **Q. What is the Company's rate design process?**

22 A. Rate design as it applies to this case, is the process of determining how the  
23 Company's revenue requirement (excluding gas supply costs collected through the Purchase Gas

1 Adjustment, Rider A) will be allocated among the different customer classes and to specific charge  
2 types applicable to each customer class. This encompasses the final allocation of the revenue  
3 requirement to each respective rate class, and the development of any new rate classes and the rate  
4 mechanisms used to recover the revenue requirement within each class. Again, no new rate classes  
5 are being proposed in this case. According to the principle of cost causation, rates should be  
6 designed to reflect costs and costs should be allocated to the customers causing those costs to be  
7 incurred, to promote economic efficiency in the use of gas, and to be equitable across customers.  
8 To initially determine cost causation, the results of the embedded CCOSS conducted by Ms. Klein  
9 are the starting point for the Company's proposed rate design. The CCOSS is used as a guide to  
10 ensure the costs incurred by the Company are being covered by those causing the costs. While it  
11 is important to follow the principles of cost causation, the Company acknowledges there are other  
12 factors that must be considered in the final application of the respective class revenue requirement  
13 and design of the rate structure used to recover these costs.

14 **Q. What are the Company's principal objectives in the design and development**  
15 **of the proposed individual customer class rates to recover the proposed revenue**  
16 **requirement?**

17 A. The Company's principal objectives are as follows:

- 18 1) To have total revenue from the proposed rates equal to the annual test year revenue  
19 requirement;
- 20 2) To have total class revenues from the proposed rates as close as practical to the cost  
21 to serve that class while maintaining a gradual approach in rate movement to avoid  
22 rate shock; and

1           3) To have the design – i.e., the balance of revenues derived from each charge type –  
2           of each rate reflect the CCOSS as closely as practicable with due consideration to  
3           other general rate design principles.

4           **Q. How does Ameren Missouri propose to apply the revenue requirement**  
5 **increase across the rate classes?**

6           A. Schedule MWH-D3 shows the CCOSS allocation of respective revenue  
7 requirements based on each class contributing an equal rate of return – i.e., rates that would fully  
8 and accurately reflect each class' cost of service. Schedule MWH-D4 shows how the Company  
9 proposes to allocate the revenue requirement change between the classes, including each of the  
10 class' weather-adjusted revenue requirements for the proposed test year ending December 2020  
11 and the respective increases in dollars and percent. The Company is proposing an equal percentage  
12 increase to each of the rate classes in this case.

13           **Q. How were the charges within each rate schedule adjusted to recover each class'**  
14 **proposed class revenue requirement?**

15           A. A detailed description of the adjustment in charges for each class is included in  
16 Schedule MWH-D2. The Residential class charges will receive an equal percentage change to each  
17 rate element consistent with the overall class change. For all non-residential classes, an equal  
18 percentage allocation to each rate element was proposed consistent with each class, with the  
19 exception being in cases where the Customer charge and first rate block were held constant across  
20 classes. The increase to the first rate block in the General Service class was kept consistent across  
21 all non-residential classes to discourage the potential for customer rate-switching in an attempt to  
22 game rates. The same methodology has been applied to the Customer Charge between the General  
23 Service and Standard Transportation classes. The remaining revenue requirement changes not



1 captured in the adjustments to the customer charge and first rate block of these non-residential  
2 classes were then recovered through the volumetric Delivery Charges in the second rate block  
3 while maintaining the existing rate design for all non-residential customers. The Company is  
4 proposing to maintain this design to minimize any rate migration or rate continuity concerns.

5 **Q. Do the proposed rates recover each class' respective cost of service based**  
6 **revenue requirement?**

7 A. The proposed rates for the Company's Residential, General Service, Interruptible  
8 Service, Standard Volume Transportation, and Large Volume Transportation rate classes recover  
9 the cost-based revenue requirement on a combined basis. However, the individual class revenues  
10 do not match the CCROSS-based revenue requirements due the significant change in price that  
11 would be realized by some classes if this change was implemented abruptly. The Company has  
12 proposed an equal percentage increase across the classes in this case to avoid further increasing  
13 any one class greater than the overall increase. In the longer term, the Company will continue to  
14 move rates towards the class cost of service where changes in the model look to be reasonably  
15 consistent over time while continuing to balance this goal with customer bill stability.

16 **C. Weather Adjustment Process**

17 **Q. How was the weather adjustment factor utilized in Ms. Klein's normalized**  
18 **billing units developed?**

19 A. The weather adjustment ratios applied to the test year Ccf usage are the monthly  
20 quotients of the normal Ccf gas usage in each month divided by the actual Ccf usage in each  
21 respective test year month. The normal Ccf gas usage is determined for each class by multiplying  
22 a class coefficient to the difference between test year actual heating degree days ("HDD") and 30-  
23 year normal HDD to calculate the Ccf usage adjustment necessary to bring the actuals to normal.

1 The class coefficients that inform this calculation are the result of regression models that evaluate  
2 the class loads that result from aggregating every customer's daily metered usage data and the  
3 associated HDD on each day for the two-year period from 2019 through 2020. Each class'  
4 regressions showed a statistically significant relationship between usage and HDDs making the  
5 coefficients acceptable for applying a weather-related adjustment to test year actuals.

6 **IV. MISCELLANEOUS TARIFF REVISIONS**

7 **Q. Aside from the rate schedules, what are the various miscellaneous tariff**  
8 **revisions the Company proposes?**

9 A. The Company has updated the following sections of the tariff included in Schedule  
10 MWH-D1:

- 11 1) Updated language listed on tariff sheets 10, 20 & 20.1 to exclude the applicability of  
12 EGM charges to customers with an AMI meter. Customers without an advanced meter  
13 will still have these charges apply.
- 14 2) A termination date of May 1, 2022 for the MSBA Pilot rate has been added on tariff  
15 Sheet No.16, slightly extending the original termination date that was set to occur when  
16 rates take effect in this case. Company witness Timothy Eggers addresses this more  
17 fully in his direct testimony.
- 18 3) Rider DCA updates to rebase Rate Case Block Usage ("RBCU") and Rate Case Usage  
19 ("RCU") on tariff Sheet No. 31.1. The same process used to develop the normalized  
20 weather adjustment ratios mentioned previously in this testimony was applied to the  
21 blocked usages to adjust for weather in the test year.

1           4) On the Miscellaneous Charges tariff sheets, the returned check fee has been updated to  
2           align with the statutorily allowed amount (Sheet No. 19) along with the addition of the  
3           tampering/diversion charge.

4           5) Eliminated the 10-day due date from the Company's gas tariffs to align the gas tariffs  
5           with changes that were enacted in the electric tariffs on account of File No. ER-2016-  
6           0179 on Sheet No. 60. This change is consistent with, and provides better alignment  
7           with, the Commission's rule 20 CSR 4240-13.020(7), and simplifies communication  
8           with customers.

9           6) Added a waiver provision to Sheet No. 71, Section XIV, "Regulatory Authorities," to  
10          mirror the waiver provision set out in the Company's electric service tariffs and to  
11          clarify that the Company may apply to the Commission to seek approval of a waiver of  
12          tariffs for good cause shown.

13          **Q.     What is the purpose of the Remote Meter Reading Opt-Out language filed on**  
14          **Original Sheet No. 55.2 and Miscellaneous Charges 4<sup>th</sup> Revised Sheet No. 20?**

15          A.     Ameren Missouri is providing a mechanism for Residential Gas Service customers  
16          that do not want a communicating gas meter to make that request. This will necessitate manual in-  
17          person reading of the meter on a monthly basis and the specified Opt-Out Charges will ensure that  
18          those costs are paid by the customers that make that request rather than by Ameren Missouri's  
19          other customers. In addition, in certain circumstances where a customer with an inaccessible meter  
20          is not being cooperative in allowing Company to upgrade the meter reading system or has  
21          threatened Company's employees, the Company may consider the customer an opt-out customer.

22

1           **Q.     Are the charges and processes for gas customers the same as electric**  
2 **customers?**

3           A.     Yes. Eligibility, the means of a customer requesting to opt-out, the circumstances  
4 and processes for Company designating a customer as opt-out, and the charges associated with  
5 opt-out service are all identical to the language and charges in the Company's electric tariffs. The  
6 language was the result of several electric cases but primarily File No. ER-2016-0179 and File No.  
7 EE-2019-0382.

8           **Q.     Does Ameren Missouri propose any changes to its Infrastructure System**  
9 **Replacement Surcharge ("ISRS") in this rate case?**

10          A.     No. Section 393.1015.6(1), RSMo. states, in part, that “[a] gas corporation that has  
11 implemented an ISRS pursuant to the provisions of sections 393.1009 to 393.1015 shall file revised  
12 rate schedules to reset the ISRS to zero when new base rates and charges become effective for the  
13 gas corporation following a commission order establishing customer rates in a general rate  
14 proceeding...” The Company currently has a Rider ISRS tariff on file, and the ISRS is already set  
15 to zero. Thus, a revised tariff is not needed, and has not been included with this filing. Ameren  
16 Missouri plans to reactivate its ISRS following the conclusion of this rate case. Plant-in-service  
17 additions for inclusion in a future ISRS would be limited to additions subsequent to the last day of  
18 the true-up period in this rate case.

19          **Q.     Does this conclude your direct testimony?**

20          A.     Yes, it does.

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## RESIDENTIAL SERVICE RATE

Applicable to gas service to all residential customers as defined in Section I.H. of Company's Rules and Regulations. As indicated in Section IX., Resale of Service of Company's Rules and Regulations, this service may not beresold.

1. Monthly Customer and Volumetric Meter Reading Rates.

Customer Charge	\$16.88 per month
Delivery Charge	35.30¢ per Ccf

2. Minimum Monthly Charge. The Customer Charge.

3. Purchased Gas Adjustment. Applicable to all metered and/or billed Ccf, pursuant to the provisions of Rider A - Purchased Gas Adjustment Clause.

4. Yard Light Service. Any customer with an unmetered gas yard light will have 18 Ccf per month of gas added per light to each month's metered Ccf usage, for billing purposes. This unmetered yard light service is one of limited application. No new such unmetered service will be offered after February 18, 1998.

5. Seasonal Use. This schedule is a continuous service schedule. If service is disconnected at the request of the customer, and thereafter restored at the same location for the same occupant(s) within a six (6) month period following the date of the service disconnection, a reconnection charge will become due and payable when service is restored. The charge shall be computed by multiplying the Customer Charge by the number of months and fractions of months that service is disconnected, plus the Reconnection Charge as indicated in Section D. Miscellaneous Charges, Sheet No. 19. Customer shall not be billed the Customer Charge portion of Seasonal Use charge where a successor account for a Customer has been established at the premises during the interim period; however, the Reconnection Charge shall be applicable unless the premises was not subject to disconnection and reconnection during the entire interim period.

6. Payments. Bills are due and payable within twenty-one (21) days from date of bill and become delinquent thereafter. The date of rendition is the date of mailing by the Company. Late payment charges shall be determined pursuant to Section VIII.F. of Company's Rules and Regulations.

DATE OF ISSUE March 31, 2021                      DATE EFFECTIVE April 30, 2021

ISSUED BY Martin J. Lyons                      Chairman & President                      St. Louis, Missouri  
Name of Officer                      Title                      Address

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## GENERAL SERVICE RATE

Applicable to gas service to non-residential customers. As indicated in Section IX., Resale of Service of Company's Rules and Regulations, this service may not be resold.

1. Monthly Customer and Volumetric Meter Reading Rates.

Customer Charge	\$ 32.01	per month
Delivery Charge		
First 7,000 Ccf	34.31¢	Per Ccf
Over 7,000 Ccf	22.47¢	Per Ccf

2. Minimum Monthly Charge. The Customer Charge.

3. Purchased Gas Adjustment.

Applicable to all metered and/or billed Ccf, pursuant to the provisions of the Rider A - Purchased Gas Adjustment Clause.

4. Payments.

Bills are due and payable within twenty-one (21) days from date of bill and become delinquent thereafter. Pursuant to Section VIII.F. of Company's Rules and Regulations, any portion of any bill, other than deposit arrears, remaining unpaid after the delinquent date will have a late payment charge added thereto.

5. Term of Contract.

Gas service will be provided under this rate for a period of not less than one year.

6. Tax Adjustment.

Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to customers under the jurisdiction of the taxing authority.

7. Delivery Charge Adjustment. Applicable to all metered and/or billed Ccf, pursuant to the provisions of Rider DCA - Delivery Charge Adjustment.

8. Rules and Regulations.

Service will be rendered in accordance with the Company's Rules and Regulations for Gas Service on file with the Missouri Public Service Commission.

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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

INTERRUPTIBLE SERVICE RATE WITH AN ASSURANCE GAS OPTION

1. Availability.

Whenever, in Company's sole judgment, gas is available for interruptible service, Company will make such service available to any qualified non-residential customer. To qualify, customer shall either provide adequate standby facilities and fuel for its use during periods when gas service is interrupted or shall give Company satisfactory evidence of its ability and willingness to curtail or cease operations during interruption. Gas service under other rates cannot be used for the same process, facility or equipment served under this rate. As indicated in Section IX. Resale of Service of Company's Rules and Regulations, this service may not be resold.

2. Character of Service.

All gas delivery under this rate will be subject to interruption under Section 9. hereof and all gas consumed by customer during periods of non-interruption will be billed at the Interruptible Gas Delivery Charge, except for Assurance volumes as provided below. As a part of the contract for interruptible service, customer may request the Company to provide a specified daily quantity of firm sales gas to be available during periods of interruption, to be categorized as Assurance Gas and billed by Company at the Interruptible Gas Delivery Charge plus the Assurance Gas Surcharge and the firm Purchased Gas Adjustment (PGA) factor rate. For billing purposes Assurance Gas volumes shall be considered the first through the meter. Customer will be required to contract with Company, by June 1 of the initial contract year, for the daily quantity of Assurance Gas desired. Customer must notify Company of any changes in such Assurance Gas Level by June 1 of subsequent contract extension years. All other gas consumed by customer during any period of interruption shall be considered and billed by Company as Unauthorized Gas.

3. Monthly Customer and Volumetric Meter Reading Rates.

Customer Charge:	\$297.51	per month
Interruptible Gas Delivery Charge:		
First 7,000 Ccf	34.31¢	Per Ccf
Over 7,000 Ccf	18.45¢	Per Ccf
Assurance Gas Surcharge:		
First 250 Ccf per day	1.25¢	Per Ccf
All Over 250 Ccf per day	1.73¢	Per Ccf

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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## INTERRUPTIBLE SERVICE RATE WITH AN ASSURANCE GAS OPTION

6. Payments.

Bills are due and payable within twenty-one (21) days from date of bill and become delinquent thereafter. Pursuant to Section VIII.F. of Company's Rules and Regulations, any portion of any bill, other than deposit arrears, remaining unpaid after the delinquent date will have a late payment charge added thereto.

7. Term of Contract.

Gas will be provided under this rate for a term of not less than one (1) year. Said term shall continue on a year-to-year basis thereafter unless cancelled by either customer or Company in writing at least sixty (60) days prior to contract termination.

8. Tax Adjustment.

Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to customers under the jurisdiction of the taxing authority.

9. Rate Application.

Gas delivery under this rate shall be interrupted when in the Company's sole judgment it is necessary to limit the Company's system sendout or when the gas supply is limited by other system operating restrictions. Any interruption of service will be performed in accordance with the Curtailment of Service Schedule contained in the Company's Rules and Regulations.

Assurance Gas will be billed by Company during all months of the year as the first gas through the meter up to the Assurance Gas level. All additional gas consumed each day shall be considered as Interruptible Gas during non-interruptible periods and as Unauthorized Gas during periods of interruption.

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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

### NATURAL GAS TRANSPORTATION SERVICE

1. Availability.

This service schedule is available: 1) to all non-residential customers on a per meter basis and 2) to the premises of "Eligible School Entities," which are the eligible school entities as defined in Section 393.310 RSMo, 3) to the premises of eligible school entities as defined in Section 393.310 RSMo which were on sales service during the immediately preceding twelve (12) months ("New Eligible School Entities"). Such service is applicable to individual customers that can individually secure and arrange for the delivery of sufficient supplies of natural gas to the Company's designated city gate and to the Eligible School Entities and New Eligible School Entities that can do so through aggregate contracts negotiated by and through a not-for-profit school association. The Company will not provide this service to any customer who uses such gas primarily to heat premises that provides temporary or permanent living quarters for individuals, unless the customer demonstrates to the Company that it has contracted for primary firm capacity with the upstream supplying intrastate and/or interstate pipelines to meet the customer's peak needs, or unless the customer demonstrates to the Company that the customer has adequate and usable alternative fuel facilities to meet the customer's energy needs.

The "transportation customer" shall be responsible for the purchase and transportation of its gas needs to the Company's city gate which serves such customer.

The Company shall not sell gas to any of its transportation customers except as specifically provided for in this service classification.

2. Monthly Customer, EGM and Volumetric Meter Reading Rates

	<u>Standard Transportation(1)</u>	<u>Large Volume Transportation(2)</u>
Customer Charge:	\$32.01	\$1,612.05 per month
Electronic Gas Meter (EGM) Charges(3):		
Administrative Charge:	\$48.26	\$48.26 per month
Meter Equipment Charge:	Section G. Miscellaneous Charges Sheet No. 20, as applicable.	
Transportation Charge:		
First 7,000 Ccf	34.31¢ per Ccf	34.31¢ per Ccf
All Over 7,000 Ccf	19.16¢ per Ccf	16.48¢ per Ccf

- (1) A customer, at the date of its contract, whose annual transportation requirements are expected to be 600,000 Ccf or less.
- (2) A customer, at the date of its contract, whose annual transportation requirements are expected to be greater than 600,000 Ccf.
- (3) Not applicable, to the individual meters of Eligible School Entities, and New Eligible School Entities as defined in paragraph 1. above, using one hundred thousand Ccfs or less annually, and customers with advanced metering installed.

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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

3. Minimum Monthly Charge.

The Customer Charge, EGM Administrative Charge and, as applicable, the EGM Meter Equipment Charge.

4. Purchased Gas Adjustment.

All customers receiving transportation service will be subject to the provisions of the Company's PGA clause, Rider A. The ACA component of the Company's PGA clause shall be applicable to New Eligible School Entities for the first twelve (12) months of their participation in the gas aggregation program.

5. Payments.

Bills are due and payable within twenty-one (21) days from date of bill and become delinquent thereafter. Pursuant to Section VIII.F. of Company's Rules and Regulations, any portion of any bill, other than deposit arrears, remaining unpaid after the delinquent date will have a late payment charge added thereto.

6. Term of Contract.

Service hereunder shall be for a minimum period of one (1) year.

7. Tax Adjustment.

Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to the customers under the jurisdiction of the taxing authority.

8. Terms and Conditions.

A. Transportation service under this schedule will be made available to customers upon request when the Company has sufficient distribution capacity to supply such service. If the Company determines that it does not have sufficient distribution capacity to provide the requested service it will, within 30 days of receiving a request for transportation service, provide to the customer requesting said service a written explanation of its capacity determination including a preliminary indication of changes to facilities necessary to effectuate such service, approximate cost to customer and time required to provide the requested service.

B. Service under this schedule shall require execution of a Gas Transportation Service Contract ("Contract") between the Company and the customer requesting transportation service in a form similar to that contained in Section 11 below.

C. Service will be provided only after requisite contracts and authority have been obtained by the customer to transport gas to the Company's facilities.

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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

Eligible School Entities or New Eligible School Entities, using one hundred thousand Ccfs or less annually are not subject to the Electronic Gas Meter (EGM) Charges or installation of a communications line or 120 Volt power source; and positive and negative imbalances will be netted and cashed-out under Group Balancing on a monthly basis in accordance with the appropriate pricing provision under Section 8.I., with the monthly PGA and the monthly average of the daily midpoint prices being used as the base for the determination of the cash-out charge.

### Tax Adjustment:

For New Eligible School Entities participating in aggregate purchasing contracts, all applicable taxes shall be computed based on billed revenues determined under paragraph 2. above. Additional applicable taxes shall also be levied and computed based upon the total actual Company-supplied Authorized Gas and Company-released capacity costs incurred on behalf of each of the accounts within the group of individual New Eligible School Entities. Such additional taxes applicable to the latter accounts will be paid each month directly to the appropriate taxing authority by each school or by the school's agent.

### 10. MISSOURI SCHOOL BOARDS' ASSOCIATION(MSBA) PILOT PROGRAM PROVISIONS:

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 (Stipulation) and Agreement in File No. GR-2019-0077 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-2019-0077 case to Eligible School Entities represented by the Missouri School Board Association. The Pilot Program will terminate on May 1, 2022.

- 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 Platt's Gas Daily for the respective pipeline.

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.

11. Rules and Regulations. Service will be rendered in accordance with the Company's Rules and Regulations for Gas Service on file with the Missouri Public Service Commission.

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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to \_\_\_\_\_ MISSOURI SERVICE AREA \_\_\_\_\_

## MISCELLANEOUS CHARGES

### A. Service Pipe Charges

Sheet No. 50 Paragraph B -

1. Service lines less than 2" - \$260.00 per connection (tap), plus \$6.00 per foot for all footage in excess of sixty (60) feet on customer's property.
2. Service lines 2" and greater will utilize the approach set forth in Section V.B. in the Rules and Regulations

If for engineering reasons, the Company selects a route which results in more footage than the normal route to customer's meter, then the lesser distance shall be utilized for footage charges, if any. Service pipe installations are based on normal pre-development and unobstructed conditions. Additional costs due to changes in surface conditions, unanticipated subsurface conditions or anticipated subsurface conditions (rock and underground conflicts) will be charged to the customer.

### B. Service and Meter Relocations(1)

Sheet No. 51 Paragraph E and Sheet No. 55.1-

1. Meter relocation only - \$260.00
2. Service lines less than 2" - \$260.00 per connection (tap), plus \$8.50 per foot
3. Service lines 2" and greater will estimate individual project cost

### C. Meter Testing Charges

Sheet No. 54 Paragraph F - Meters less than 500 cfh. (at ½ inch water column pressure drop) \$65.00 per meter. Meters greater than 500 cfh. (at ½ inch water column pressure drop) \$150.00 per meter

### D. Reconnection Charges per Connection Point

Sheet Nos. 5 and 68, Par. H-1 (Disconnection & Recon.)                      \$70.00

### E. Returned Check Charge

A charge of \$25.00 shall be assessed for any check submitted to the Company for payment for each occurrence where such check has been returned to the Company unpaid.

### F. Tampering/Diversion Charge                      \$210.00

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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## MISCELLANEOUS CHARGES

### G. Opt-Out Charges

Applicable to General Rules & Regulations VII. Measurement of Service, Remote Meter Reading Opt-Out:

One-time setup charge	\$100.00
Non-Standard Meter Charge - per month	\$40.00

### H. Excess Flow Valve (EFV) Charges

1. Installation of an EFV shall be made by the Company in the case of a new service line or a scheduled replacement of a service line, without charge to the following customers:
  - Single family residences
  - Multi-family residences
  - Small commercial entities consuming natural gas volumes not exceeding 1,000 Standard Cubic Feet per Hour
2. Where customer requests an EFV on an existing service line without said device and where such service line is not otherwise scheduled for replacement, an EFV will be installed provided customer pays \$1200.00 to the Company in advance of such installation.
3. Installation of an EFV shall only be available where service is provided to a customer served from a delivery system with a pressure of ten (10) pounds per square inch or greater throughout the year, where the service line is connected directly to the gas distribution main, and where the Company has no engineering or other valid reasons for not installing the EFV.

### I. Electronic Gas Meter (EGM) Equipment Charge

Sheet No. 10 Paragraph 2, Sheet No. 12 Paragraph 3 and Sheet No. 13 Paragraph F. - This EGM Meter Equipment Charge shall apply to transportation customers who enter into contracts with the Company for transportation service to be provided under the Company's Natural Gas Transportation Service tariff commencing after November 1, 2000 and that do not have an advanced meter installed.

Gas transported under the Natural Gas Transportation Service tariff shall be metered by an electronic recording device with remote monitoring features for the recording of the customer's daily gas usage and real time flow data. The transportation customer will pay the Company a monthly per meter charge for said metering as follows:

EGM Meter Equipment Charge.....\$21.00 per meter per month

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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## MISCELLANEOUS CHARGES

### J. Daily Usage Information Charge

Applicable to Customers who enter into contracts with the Company for transportation service to be provided under the Company's Natural Gas Transportation Service tariff and do not have an advanced meter installed:

In order to facilitate remote interrogation of interval metering by the Company and provide daily usage information to Customer, the Company will install a remote monitoring device at each meter location where Customer receives Transportation Service. For each remote monitoring device, the Customer, at Customer's expense, shall provide access to a commercial telephone line and 120 volt AC electric power at a location designated by the Company. The telephone line shall be dedicated for Company's use. If a Customer does not provide access to a commercial telephone line and 120 volt AC electric power at a location designated by the Company, or, if interrogation is not possible due to a telephone service outage, Company will dispatch technicians each month with specialized equipment to capture the daily usage information necessary to bill Customer.

The charge to the Customer will be \$170.00 for each occurrence.

If phone line is installed and Company is unable to retrieve daily usage information it will be the Customer's responsibility to verify that the Customer's phone line is in working condition. In addition, Company reserves the right to charge Customers for each service call to investigate the remote monitoring device if such service call is the sole result of telephone service outage.

### K. Customer Benefit Projects

Where work is done by Company on Company and/or customer facilities for the benefit and/or convenience of the customer/customer designees, the costs of such nonstandard service shall be billed to customer on the basis of Company's cost quotation agreed to by customer prior to starting project. Such "Customer Benefit" work shall include, but not be limited to, temporary service for construction sites, service calls and cost estimates for new business extensions which in the Company's determination will require excessive time to prepare for the customer. When any advance payments are collected prior to starting a project to be based on actual costs, any over payment will be refunded to payee.

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Applying to MISSOURI SERVICE AREA

$$DCA = \left[ \frac{(RCBU - ABU) \times Rate}{RCU} + \frac{(OA + RA)}{RCU} \right]$$

Where:

- DCA = "Delivery Charge Adjustment Rate" to be calculated independently for each of the Company's applicable service classes and applied to all Ccf of the applicable service class during the RP.
- RCBU = "Rate Case Block Usage" will be the normalized annual natural gas usage in Block 2 for Residential customers and Block 1b for General Service customers established in the most recent general rate case.
- RCU = "Rate Case Usage" will be the estimated total usage in Ccf for the applicable class established in the most recent general rate case.
- ABU = "Actual Block Usage" is that usage which occurred during the Adjustment Period (AP) for the class's adjustable Ccf usage range
- Rate = The currently effective class rate for usage in Block 2 for Residential customers and Block 1b for General Service customers.
- OA = "Ordered Adjustment" is the amount of any adjustment to the DCA ordered by the Commission as a result of corrections under this Rider. Such amounts shall include monthly interest equal to the reconciliation adjustment interest rate.
- RA = "Reconciliation Adjustment" is the amount due to the Company (+RA) or Customers (-RA) arising from adjustments under this Rider that were under- or over-billed in the prior 12 month RP

In the event that there is more than one set of non-gas base rates in effect during the AP the rates and rate case block usage will be prorated accordingly.

**Reconciliation Adjustment Interest Rate**

Each month, carrying costs, at a simple rate of interest equal to the prime bank lending rate (as published in The Wall Street Journal on the first business day of such month), minus two percentage points, shall be applied to the Company's ending monthly DCA balance. In no event shall the carrying cost rate be less than 0%. Corresponding interest income and expense amounts shall be recorded in account 419 and 431 on a net cumulative basis for the DCA deferral period.

**Rate Case Information**

From GR-2021-0241, the normalized annual natural gas usage in Block 2 (greater than 30 ccf) for Residential customers is 44,418,451 Ccf and Block 1b (between 101 and 400 ccf) for General Service customers is 10,209,408 Ccf. The Block 2 rate for the Residential Class is \$0.3530 and the rate for Block 1b for the General Service Class is \$0.3431.

RCU: Total Residential Usage is 75,108,229; total General Service Usage 36,632,297.

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VII. Measurement of Service (Cont'd.)

\* J. Remote Meter Reading Opt-Out

Customers receiving Residential Service have the option of refusing the installation of remotely read metering or requesting the removal of previously installed remotely read metering. In such instances, non-standard metering equipment will be installed that requires a manual meter read. Customers requesting non-standard metering service after April 1, 2017 will be charged a one-time setup charge and a monthly recurring Non-Standard Meter Charge. Charges are listed on Sheet No. 63, Miscellaneous Charges. Charges shall not be applicable to customers who have not been offered remote metering equipment by the Company due to geographic or similar considerations.

To the extent that a customer denies access to property through verbal denial or threats of violence, or fails to establish a suitable time for access or allow access, customer will be notified, in writing, that failure to provide access to install remotely read metering equipment will result in customer being considered an opt-out customer not sooner than 30 days after Company's notice. Company's notification will include charges that will be added to the customer's bill as listed on Sheet No. 63, miscellaneous charges and provide information for the customer to understand the financial impact of opt-out status. Prior to deeming a residential customer to have accepted opt-out status, Company shall follow the notice procedures found in 20 CSR 4240-13.035(1)(C), with the exception of 20 CSR 4240-13.035(1)(C)2.B.

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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## VIII. Billing Practices

### \*A. Monthly Billing Periods

Company will render bills over twelve (12) monthly billing periods in a year, with each bill based upon the service used between regularly scheduled meter readings. While Company's work schedules provide for the orderly reading of all meters over intervals of approximately 30 days, holidays, weekends, inclement weather and other operating constraints may cause the billing interval to vary during various portions of the year. Likewise, a customer exercising Section VIII.I. Preferred Due Date Selection may result in either a longer or shorter period between meter readings for the first bill after the election. (This section reflects a variance from Rules 20 CSR 4240-13.015(1)(C) and 20 CSR 4240-13.020(6) granted by Commission in Case GE-2019-0386.)

### B. Inaccessible Meters

Where a meter is inaccessible to the meter reader during scheduled working hours on repeated occasions, such that a customer must arrange for meter reading by appointment to avoid discontinuance of service, the customer may at his own expense have Company relocate the meter to an accessible location, if feasible.

### C. Estimated Bills for Full Billing Periods

Monthly bills may be rendered to the Company's natural gas customers based upon estimated gas usage (which may include the use of readings furnished by the customer), where conditions reasonably beyond the control of the Company prevented it from obtaining actual meter readings. These conditions include extreme weather, operating and other emergencies, labor agreements, work stoppages, and the Company's inability to gain access to the meter. The Company will provide a copy of customer's estimate, upon request. All estimates are subject to the provisions of Section VII.G. Billing Adjustments, of these Rules and Regulations, and will be determined as follows:

#### a. Single-Month Estimated Bills

A single billing month's estimated natural gas usage will be determined on the basis of the customer's prior month's usage, adjusted by a factor reflecting the difference in weather between the prior and current monthly billing periods. This

\* Indicates Change

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## VIII. Billing Practices (Cont'd.)

### \* I. Preferred Due Date Selection

Customers receiving service under the Residential Service Rate or the General Service Rate may select the date their bill will become due provided their service is equipped with an advanced meter reading device. If the customer's preferred date is not available, they will be given the option of selecting a different due date or retaining their existing due date.

Customer's selected due date will become effective no later than the second bill issued after customer's selection and cannot be implemented for bills already issued.

The first bill issued following implementation of a due date selected by customer may result in a bill period that is either longer or shorter than normal and may also be prorated.

Customer may not make a due date selection more frequently than once every 12 months except by Company approval.

(This section reflects a variance from Rules 20 CSR 4240-13.015(1)(C) and 20 CSR 4240-13.020(6) granted by Commission in Case GE-2019-0386.)

### IX. Resale of Service

Except as specifically provided for in customer's contract for service or in rate schedules, customer shall not resell the service purchased from Company to any other customer, company or person, and customer shall not deliver the service purchased from Company to any connection wherein said service is to be used off of customer's premises or by persons over whom that customer has no control.

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\*XIV. Regulatory Authorities

The rates, riders, rules and regulations contained herein have been filed with and approved by the Missouri Public Service Commission and are subject to change or modification to conform to any change made by Company when approved or ordered by the Commission. Where specific situations are not addressed by Company's rates, riders, rules and regulations, the applicable Commission rules set forth in 4CSR, Sections 240-2 through 240-40 shall apply. Company may make written application to the Commission to seek the approval of a waiver of any specified portion of these filed tariffs for good cause shown.

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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## WEATHERIZATION PROGRAM

### PURPOSE

This voluntary Weatherization Program (Program) is intended to assist qualified residential gas customers in reducing their use of energy through weatherization and conservation.

### AVAILABILITY

This voluntary Program is available to customers receiving service under the Company's Residential Service Rate and who meet the customer eligibility requirements.

### \* TERMS AND CONDITIONS

- a. The Company will provide \$250,000 annually (the Program funds) for a residential weatherization grant program, including energy education, for primarily lower income customers. The Program is administered by the Company.
- b. The Program funds will be distributed to Community Action Agencies operating in the Company's natural gas service territory.
- c. The Program offers grants for weatherization services to eligible customers and will be primarily directed to lower income customers.
- d. The total amount of grants offered to an individual customer for improvements that can be made to their residence will be determined by using the National Energy Audit Tool (NEAT) software or other MDED approved audit tool.
- e. The Company will retain at least two years of post-weatherization usage and payment history for each customer's residence that is weatherized.

\*Indicates Change.

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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

\* Residential Pay As You Save® Program

**PURPOSE**

The objective of the Pay As You Save® Program (Program) is to promote the installation of energy efficient Measures and increase deeper, long-term energy savings and bill reduction opportunities for Participants through a tariffed on bill charge tied to the meter.

**DEFINITIONS APPLICABLE TO RESIDENTIAL PAY AS YOU SAVE® PROGRAM ONLY**

Analysis - Initial Program visit, walk through and report, Tier 1 upgrades, and customer education.

Assessment - Detailed home performance data collection, analysis of qualifying upgrades, and preparation and one-on-one presentation of Program offer.

Efficiency Upgrade Agreement - Agreement signed by Participants (who own the property) defining customer benefits and obligations, including Service Charges and duration of payments.

Energy Efficiency Plan (Plan) - Prepared by Program Administrator to identify recommended upgrades.

Estimated Life - The expected duration in years of the savings for each individual measure.

Measure - The replacement of less efficient natural gas equipment with high efficient ENERGY STAR® Qualified natural gas equipment and other high efficiency equipment and building shell measures.

Participant - An energy-related decision maker who implements one or more end-use Measures as a direct result of a demand-side program.

Program Administrator - The Company or entity selected by the Company to provide program design, promotion, administration, implementation, and delivery of services.

Program Partner - A retailer, distributor, or other service provider that the Company or the Program Administrator has approved to provide specific program services through execution of a Company-approved service agreement.

Property Notice - Attached by the Program to property records outlining benefits and obligations associated with the upgrades. In jurisdictions in which the Program cannot attach a Property Notice to property records, and in any case where a subsequent tenant is executing a rental agreement, Property Notice form must be signed by successor customer or purchaser indicating they accept benefits and obligations associated with the upgrades at the location before the sale or rental of the property.

\*Indicates Change.

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## Residential Pay As You Save® Program (Cont'd.)

### DEFINITIONS APPLICABLE TO RESIDENTIAL PAY AS YOU SAVE® PROGRAM ONLY (Cont'd.)

Owners Agreement - A separate required document indicating the owner's obligations (if Participant is not the building owner).

Project - Scope of work determined by the Program based on home characteristics, program data collection, and analysis.

Qualifying Project - Project scope of work meeting Program criteria (Project cost, including Program Partner pricing, Program fees, and interest, is equal to or less than 80% of the estimated post upgrade cost savings from all major fuel sources, over 80% of the upgrade Estimated Life).

Service Charge - Monthly charge assigned to the premises recovering Program costs for upgrades, fees, any required taxes, cost of capital for financing of four percent (4%), or costs for customer-caused repairs as described in section 4.

### AVAILABILITY

The Program is available to qualifying customers receiving service under the Residential Service Rate up to the financed amounts.

In order to qualify as a Participant, customers must either own the building or the building owner must sign an Owner Agreement agreeing to not remove or damage the upgrades, to maintain them, and to provide Property Notice of the benefits and obligations associated with the upgrades at the location to the next owner or customer before the sale or rental of the property.

Projects that address upgrades to existing buildings deemed unlikely to be habitable or to serve their intended purpose for the duration of Company's cost recovery will not be approved unless repairs are made by the building owner that will extend the life through the Company's cost recovery period. If a building is a manufactured home, it must be built on a permanent foundation and fabricated after 1982 to be eligible.

### PROGRAM DESCRIPTION

The Company will hire a Program Administrator to implement this Program. The Program Administrator will provide the necessary services to effectively implement the Program.

1. Participation: To become a Participant in the Program, a customer must: 1) request from the Company an analysis of qualifying upgrades, 2) sign the Efficiency Upgrade Agreement and implement any Qualifying Project that does not require an upfront payment from the Participant as described in section 2(c).

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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## Residential Pay As You Save® Program (Cont'd.)

### PROGRAM DESCRIPTION (Cont'd.)

1. Participation: (Cont'd.)
  - a. The owner must agree to have a Property Notice attached to their property records through either i) Owners Agreement if the Participant is not the owner or ii) as part of the Efficiency Upgrade Agreement if the Participant is the owner.
  - b. Failure to obtain the signature on the Property Notice form, of a successor customer who is renting the premises or a purchaser, indicating that the successor customer received Property Notice will constitute the owner's acceptance of consequential damages and permission for a tenant or purchaser to break their lease or sales agreement without penalty.
  - c. The customer authorizes the use of energy usage history (from the utility or utilities of all major fuel sources) by the Program Administrator in order to true up its energy analysis and determine qualifying recommendations.
2. Energy Efficiency Plans: The Company will have its Program Administrator or Program Partner perform an assessment and prepare a Plan identifying recommended upgrades to improve energy efficiency and lower energy costs.
  - a. **Net savings:** Recommended upgrades shall be limited to those where the annual Service Charge, including program fees and applicable charges for capital, are no greater than 80% of the estimated annual savings to a participating customer based on current retail rates for all major fuel sources, including electric and propane savings as well as natural gas.
  - b. In cases of co-delivery, program administration costs and financed project costs will be allocated to the natural gas and electric budgets, respectively.
  - c. **Copay option:** In order to qualify a Project that does not meet the criteria for a Qualifying Project, customers may agree to pay the portion of a Project's cost that prevents it from qualifying for the Program as an up-front payment to the Program Partner. Company will assume no responsibility for such up-front payments to the Program Partner.
3. Analysis fee: The Company will not recover Analysis fee costs from participants through a Service Charge. Analysis fee costs will be treated as Program Administrative costs.

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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## Residential Pay As You Save® Program (Cont'd.)

### PROGRAM DESCRIPTION (Cont'd.)

4. **Service Charge:** The Company will recover the costs for its investments including any fees as allowed in this tariff through a monthly Service Charge assigned to the premises where upgrades are installed and paid by the current Participant or any future successor occupying that location until all Company costs have been recovered. The Service Charge will also be set for a duration not to exceed the greater of i) the length of a full parts and labor warranty or ii) 80 percent (80%) of the estimated life of the upgrades, and in no case longer than twelve years, except in cases discussed in section 4. The Service Charge and duration of payments will be included in the Efficiency Upgrade Agreement.
- a. **Cost Recovery:** No sooner than 45 days after approval by the Company or its Program Administrator, the Participant shall be billed the monthly Service Charge as determined by the Program. The Company will bill and collect the Service Charge until cost recovery is complete except in cases discussed in section 4. Prepayment of Service Charges will not be permitted.
  - b. **Eligible Upgrades:** All upgrades must have Energy Star certification, if applicable.
  - c. **Ownership of Upgrades:** During the period of time when the Service Charge is billed to customers at locations where upgrades have been installed, the Company will retain ownership of the installed upgrades. Upon completion of the cost recovery, ownership will be transferred to the building owner.
  - d. **Maintenance of Upgrades:** Participating customers and building owners (if the customer is not the building owner) shall keep the installed upgrades in place, in working order, and maintained per manufacturer's instructions for the duration of the cost recovery. Participating customers shall report the failure of the installed upgrades to the Program Administrator or Company as soon as possible. If an upgrade fails, the Company is responsible for determining its cause and for repairing the equipment in a timely manner. If the owner, customer, or occupants caused the damage to the installed upgrades, they will reimburse the Company as described in section 4.
  - e. **Termination of Service Charge:** Once the Company's cost recovery is complete, Company will discontinue the Service Charge, except as described in section 4(g).

DATE OF ISSUE March 31, 2021 DATE EFFECTIVE April 30, 2021

ISSUED BY Martin J. Lyons Chairman & President St. Louis, Missouri  
Name of Officer Title Address

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## Residential Pay As You Save® Program (Cont'd.)

### PROGRAM DESCRIPTION (Cont'd.)

#### 4. Service Charge: (Cont'd.)

- f. **Vacancy:** If a location at which upgrades have been installed becomes vacant for any reason and gas service is disconnected, the Service Charge will be suspended until a successor customer takes occupancy. If a building owner maintains gas service at the location, the building owner will be billed the Service Charge as part of any charges it incurs while gas service is turned on.
- g. **Extension of Program Charge:** If the monthly Service Charge is reduced or suspended for any reason, once repairs have been successfully effected or service reconnected, the number of total monthly payments shall be extended until the total collected through the Service Charge is equal to the Company's cost for installation as described in section 4, including costs associated with repairs, deferred payments, and missed payments as long as the current occupant is still benefiting from the upgrades.
- h. **Tied to the Location:** Until cost recovery for upgrades at a location is complete or the upgrades fail as described in section 4(d), the terms of this tariff shall be binding on the metered structure or facility and any future customer who shall receive service at that location.
- i. **Disconnection for Non-Payment:** As a charge paid in furtherance of an approved energy efficiency program, the Company may disconnect the metered structure for non-payment of the Service Charge under the same provisions as for any other gas service.
- j. **Confirm Savings Actually Exceeded Tariffed-Charge:** Program Administrator will perform an annual analysis to evaluate weather-normalized 12-month post-upgrade Project cost savings and confirm that the Service Charge remains lower than estimated Project cost savings. In the event that analysis indicates that the Service Charge exceeds the estimated Project cost savings due to inaccurate saving estimates, the Service Charge may be reduced or eliminated to the extent needed in order for the Participant to realize Project savings.
- k. **Repairs:** Should, at any future time during the billing of the Service Charge, the Company determine that the installed upgrades are no longer functioning as intended and that the occupant or building owner, as applicable, did not damage or fail to maintain the installed upgrades, the Company shall reduce or suspend the Service Charge until such time as the Company and/or its Program Partner can repair the upgrades. If the upgrades cannot be repaired or replaced cost

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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to \_\_\_\_\_ MISSOURI SERVICE AREA \_\_\_\_\_

## Residential Pay As You Save® Program (Cont'd.)

### PROGRAM DESCRIPTION (Cont'd.)

#### 4. Service Charge: (Cont'd.)

k. **Repairs:** (Cont'd.) effectively, the Company will waive remaining Service Charges. If the Company determines the occupant or building owner, as applicable, did damage or fail to maintain the upgrades in place as described in section 4(d), it will seek to recover all costs associated with the installation, including any fees, incentives paid to lower Project costs, and legal fees. The Service Charge will continue until Company's cost recovery is complete as long as the upgrades continue to function. Company will not guarantee perfect operation of installed upgrades in every circumstance, and any suspension or waiver of unbilled Service Charges shall not entitle the Participant or owner to any refund or cancellation of previously billed Service Charges.

### ELIGIBLE MEASURES AND INCENTIVES

A description of Eligible Measures and Incentives directly paid to customers may be found at [AmerenMissouri.com/naturalgas](http://AmerenMissouri.com/naturalgas).

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Applying to MISSOURI SERVICE AREA

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Schedule MWH-D2

Ameren Missouri - Gas

12 Months Ended 12-31-2020

		Present Rates		Proposed Rates	Proposed Revenues	
<b>Residential</b>						
Customers	1,452,893	\$15.00	\$21,793,395	\$16.88	\$24,524,834	12.5%
Ccf	75,108,229	\$0.3136	\$23,553,941	\$0.3530	\$26,513,205	12.6%
	75,108,229		\$45,347,336		\$51,038,039	12.5%
<b>General Service</b>						
Customer Bills	156,978	\$28.44	\$4,464,454	\$32.01	\$5,024,866	12.6%
0-7,000 Ccf	34,970,967	\$0.3048	\$10,659,151	\$0.3431	\$11,998,539	12.6%
Over 7,000 Ccf	1,661,330	\$0.1996	\$331,601	\$0.2247	\$373,301	12.6%
	36,632,297		\$15,455,207		\$17,396,705	12.6%
<b>Interruptible Service</b>						
Customer Bills	82	\$264.30	\$21,673	\$297.51	\$24,396	12.6%
0-7,000 Ccf	270,864	\$0.3048	\$82,559	\$0.3431	\$92,933	12.6%
Over 7,000 Ccf	1,821,848	\$0.1639	\$298,601	\$0.1845	\$336,131	12.6%
Total	2,092,712					
Assurance Gas						
First 250 per day	0	\$0.0111	\$0	\$0.0125	\$0	
Over 250 per day	0	\$0.0154	\$0	\$0.0173	\$0	
			\$402,833	Total	\$453,460	12.6%
<b>Standard Transportation</b>		Present Rates				
Customer Bills	7,841	\$28.34	\$222,214	\$32.01	\$250,990	12.9%
Admin. Charge	7,841	\$42.87	\$336,144	\$48.26	\$378,407	12.6%
0-7,000 Ccf	14,235,556	\$0.3048	\$4,338,997	\$0.3431	\$4,884,219	12.6%
Over 7,000 Ccf	22,031,135	\$0.1702	\$3,749,699	\$0.1916	\$4,221,165	12.6%
Total Ccf	36,266,691		\$8,647,054		\$9,734,782	
School Entities (volumes)						
0-7,000 Ccf	3,572,182	\$0.0044	\$15,718	\$0.0044	\$15,718	0.0%
Over 7,000 Ccf	189,186	\$0.0044	\$832	\$0.0044	\$832	0.0%
			\$16,550		\$16,550	
			\$8,663,604	Total	\$9,751,332	12.6%
<b>Large Volume Transportation</b>						
Customer Bills	243	\$1,432.11	\$348,003	\$1,612.05	\$391,728	12.6%
Admin. Charge	243	\$42.87	\$10,417	\$48.26	\$11,727	12.6%
0-7,000 Ccf	1,775,452	\$0.3048	\$541,158	\$0.3431	\$609,158	12.6%
Over 7,000 Ccf	27,807,759	\$0.1464	\$4,071,056	\$0.1648	\$4,582,719	12.6%
Total Ccf	29,583,211		\$4,970,634		\$5,595,332	12.6%
Current Rev	\$75,243,521	Base Rate Revenue	\$74,839,613		\$84,234,868	12.55%
Increase	\$9,403,160	Special Contracts	\$403,908		\$403,908	
Target	\$84,646,681					
Special Cont	\$403,908		\$75,243,521		\$84,638,776	12.49%
Trgt - Spcl Cntrct	\$84,242,773			Over/Under	-\$7,905	
Current - Spcl Cntrct	\$74,839,613					
	1.1256					

## Schedule MWH-D3

Ameren Missouri Gas Operations  
12 Months Ended 12-31-2020

	Class Cost of Service Results			
	<u>Current Rates</u>	<u>Equal ROR</u>	<u>Change</u>	<u>%</u>
Residential	\$ 45,347,336	\$ 53,825,869	\$ 8,478,534	18.7%
General Service	\$ 15,455,207	\$ 18,015,467	\$ 2,560,260	16.6%
Interruptible	\$ 402,833	\$ 595,370	\$ 192,537	47.8%
Standard Transportation	\$ 8,663,604	\$ 7,452,678	\$ (1,210,926)	-14.0%
Large Volume Transportation	\$ 4,970,634	\$ 5,722,934	\$ 752,300	15.1%
Subtotal	<u>\$ 74,839,613</u>	<u>\$ 85,612,319</u>	<u>\$ 10,772,706</u>	14.4%
Special Contract	\$ 403,908	\$ 403,908	\$ -	0.0%
Total	<u>\$ 75,243,521</u>	<u>\$ 86,016,227</u>	<u>\$ 10,772,706</u>	14.3%

Ameren Missouri Gas Operations  
12 Months Ended 12-31-2020

	Class Cost of Service Results			
	<u>Current Rates</u>	<u>Proposed</u>	<u>Change</u>	<u>%</u>
Residential	\$ 45,347,336	\$ 51,038,039	\$ 5,690,703	12.5%
General Service	\$ 15,455,207	\$ 17,396,705	\$ 1,941,499	12.6%
Interruptible	\$ 402,833	\$ 453,460	\$ 50,627	12.6%
Standard Transportation	\$ 8,663,604	\$ 9,751,332	\$ 1,087,728	12.6%
Large Volume Transportation	\$ 4,970,634	\$ 5,595,332	\$ 624,698	12.6%
Subtotal	<u>\$ 74,839,613</u>	<u>\$ 84,234,868</u>	<u>\$ 9,395,255</u>	12.6%
Special Contract	\$ 310,968	\$ 310,968	\$ -	0.0%
Total	<u>\$ 75,150,581</u>	<u>\$ 84,545,836</u>	<u>\$ 9,395,255</u>	12.5%



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

**AFFIDAVIT OF MICHAEL W. HARDING**

**STATE OF MISSOURI     )**  
  **) ss**  
**CITY OF ST. LOUIS     )**

MICHAEL W. HARDING, being first duly sworn on his oath, states:

My name is Michael W. Harding, and on his oath declare that he is of sound mind and lawful age; that he has prepared the foregoing *Direct Testimony*; and further, under the penalty of perjury, that the same is true and correct to the best of my knowledge and belief.

    /s/ Michael W. Harding      
Michael W. Harding

Sworn to me this 30th day of March, 2021.