

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

In the Matter of the Second Prudence)	
Review of Union Electric Company d/b/a)	
Ameren Missouri's Implementation of)	File No. EO-2017-0023
Energy Efficiency Programs in Furtherance)	
of the Missouri Energy Efficiency)	
Investment Act (MEEIA).)	

**STIPULATION AND AGREEMENT
REGARDING ADJUSTMENTS TO AMEREN MISSOURI'S EEIR**

COMES NOW Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or "the Company") and the Staff of the Missouri Public Service Commission ("Staff"), (collectively "Signatories"), and present to the Missouri Public Service Commission ("Commission") for approval this Stipulation and Agreement ("*Stipulation and Agreement*") commemorating an agreement between the Signatories resolving the issues in this case. In support of this *Stipulation and Agreement*, the Signatories respectfully state as follows:

BACKGROUND

1. On July 25, 2016, Staff issued its *Notice of Start of Second MEEIA¹ Prudence Audit* through which it examined the costs associated with Ameren Missouri's Demand Side Programs Investment Mechanisms ("DSIM"). On December 22, 2016, Staff issued its *Report of Second MEEIA Prudence Review and Proposed Adjustments*. Because it questioned some of Staff's recommendations, Ameren Missouri submitted a *Request for Hearing* on December 30, 2016. On February 3, 2017, certain parties to this proceeding submitted a *Joint Proposed Procedural Schedule*. The Commission issued its *Order Setting Procedural Schedule* on March 1, 2017.

¹ Missouri Energy Efficiency Investment Act.

2. During this time, Ameren Missouri and Staff continued discussions in an effort to resolve this matter without going to hearing. As a result of these discussions, Ameren Missouri and Staff have agreed to a compromise position regarding the amount of adjustment to be made to Ameren Missouri's Energy Efficiency Investment Rate ("EEIR"). The Signatories agree that resolution of the adjustment ordered to the EEIR is fair and will resolve all outstanding issues between them in this docket.

SPECIFIC TERMS AND CONDITIONS

3. In light of the foregoing, the Signatories to this *Stipulation and Agreement* agree that, in its next Rider EEIC filing to adjust its EEIR, Ameren Missouri shall include a \$60,000 credit to customers as an "Ordered Adjustment" in the "Net Ordered Adjustment" component of its EEIR calculation. The parties further agree that once this adjustment is made, no other adjustments to the EEIR will be necessary for the MEEIA review period of July 1, 2014, through December 31, 2015, and for the carry-over period of January 1, 2016, through October 31, 2016.

4. Implementation. The Signatories agree that Commission approval of this *Stipulation and Agreement* will allow Ameren Missouri to implement this adjustment in its next EEIR filing.

GENERAL PROVISIONS

5. This *Stipulation and Agreement* is being entered into solely for the purpose of settling the issues specifically set forth above, and represents a settlement on a mutually-agreeable outcome without resolution of specific issues of law or fact. This *Stipulation and Agreement* 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 and Agreement*. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this *Stipulation and Agreement* in any other proceeding, regardless of whether this *Stipulation and Agreement* is approved.

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

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

8. If the Commission unconditionally accepts the specific terms of this *Stipulation and Agreement* 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 2000; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2000; (3) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000; and (4) their respective rights to judicial review pursuant to Section 386.510, RSMo Supp. 2011. These waivers apply only to a Commission order respecting this *Stipulation and Agreement* 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 and Agreement*.

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

10. This *Stipulation and Agreement* 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 and Agreement's* approval. Acceptance of this *Stipulation and Agreement* 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 and Agreement* is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

11. The Signatories agree that this *Stipulation and Agreement*, except as specifically noted herein, resolves all issues related to these topics, and that the agreement and its appendix

should be received into the record without the necessity of any witness taking the stand for examination.

WHEREFORE, the Parties respectfully request that the Commission approve this *Stipulation and Agreement*, 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/ Paula N. Johnson

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**ATTORNEY FOR THE STAFF OF THE
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COMMISSION**

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 16th day of March, 2017, to counsel for all parties on the Commission's service list in this case.

/s/ Paula N. Johnson