

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

In the Matter of Union Electric Company d/b/a)
Ameren Missouri for Approval of Efficient) File No. ET-2018-0132
Electrification Program.)

STIPULATION AND AGREEMENT

COME NOW Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or the "Company"), Staff of the Missouri Public Service Commission ("Staff"), and the Office of the Public Counsel ("OPC"), (collectively referred to as "Signatories"), and submit this *Stipulation and Agreement* ("*Stipulation*") for approval by the Missouri Public Service Commission ("Commission"). In support of this *Stipulation*, the Signatories respectfully state as follows:

BACKGROUND

1. On February 22, 2018, Ameren Missouri filed in this case an application and accompanying tariff sheets seeking approval of new tariffed programs, collectively referred to as the "Charge Ahead" program. The Charge Ahead program included, among other things, proposed tariffs to implement four parts of a Charge Ahead – Electric Vehicles program. The Charge Ahead – Electric Vehicles program included four sub-programs: corridor charging; multi-family charging; public charging (also known as "around town charging"); and workplace charging. Of the four sub-programs, only corridor charging was approved by the Commission in its Report and Order issued in this case on February 6, 2019. In that same Report and Order, the Commission indicated that it would open a working group file to continue to examine potential mechanisms for the facilitation of EV charging station installations. The Commission opened that working group file through the issuance of a Notice Opening File on February 7, 2019, in File No. EW-2019-0229 ("Workshop"). That Workshop is ongoing.

2. After the Report and Order was issued in this case and the sharing of information in the Workshop, the Signatories conferred to see if an agreement could be reached that would allow Ameren Missouri to pursue additional EV charging station incentive options. This *Stipulation* reflects the results of those efforts. The Signatories agree that the Commission should approve the three additional EV sub-programs previously proposed in this proceeding (multi-family, public, and workplace charging), but as modified by the terms of this *Stipulation*.

3. In light of the foregoing, the Signatories to this *Stipulation* agree to the following terms and conditions.

CONTEXT OF PROGRAM ACTIVITIES

4. Ameren Missouri represents that it is actively raising awareness of the benefits of EVs through targeted educational outreach to customers at community events, through employer hosted ride and drive events, and through social media. A parallel educational outreach effort is engaging auto dealers, electricians, building design professionals, and charging station suppliers. This outreach includes helping inform customers about the impacts that charging EVs has on utility bills and providing assistance in estimating these impacts specific to their own bills. The purpose of the outreach is to stimulate customer knowledge of and interest in EVs, and to prepare professionals that can serve customers' EV resource needs in the unfamiliar and undeveloped EV marketplace. Ameren expects that these awareness activities will drive customers to the Ameren Missouri EV webpages that will house information about EVs, cost calculators, and charging stations and be the entry point for the Charge Ahead – EV Charging Station Incentives Program.

SPECIFIC TERMS AND CONDITIONS

5. Complete Settlement of the Case. As a result of extensive settlement discussions, the Signatories have agreed that implementation of the Tariffs and Program Process attached to

this *Stipulation* as Attachment A and Attachment B, respectively, on and subject to the terms and conditions set forth herein, constitutes a full and final resolution of all issues in this case. These modified multi-family, public, and workplace charging programs are solely the result of compromise in the settlement process for this matter and do not serve as precedent beyond this *Stipulation*.

6. Budget. The total budget for the three sub-programs, with allocations, incentive caps, power limits, and other program-related rules as detailed in the Tariffs (Attachment A) and Program Process (Attachment B), is \$6.6 million. The Company will manage the budget so that a maximum of \$6 million is allocated for incentives and \$600,000 is allocated for administrative and marketing expenses. The budget for any renewal of the sub-programs at the end of the program period as provided in Paragraph 10 will be determined at the time of renewal based on budget activity during the Program Period, and may be based on funds remaining at the conclusion of the Program Period.

7. Ancillary Costs. The Signatories acknowledge that line extension costs may be required to facilitate EV charging station installations that are subject to Ameren Missouri's Distribution System Extension tariffs and would therefore fall outside of the budget allotted to EV charging station incentives. The Signatories further agree that any investments related to EV charging station installations are associated with new revenue, and so do not meet the definition of "qualifying plant" found in Section 393.1400 RSMo. The Signatories agree that it is also appropriate to monitor and limit these costs, even if they occur outside of the \$6.6 million budget. Accordingly, the Company agrees to limit construction allowances related to incentivized chargers to a total of \$2.0 million and will provide notice in this docket should it exceed this amount.

8. Tariffs. The Signatories agree that the tariffs attached to this *Stipulation* as Attachment A are appropriate and recommend they be approved. Ameren Missouri has simultaneously submitted these tariffs in EFIS for the Commission's review under a separate tariff number.

9. Program Process. Attachment B – Program Process is a draft guideline document and may be adjusted as needed throughout the course of the Program Period and any subsequent Renewal Period. Ameren Missouri's interactions with its customers will follow Attachment B – Program Process to the extent practicable. If need arises to adjust the process throughout the course of the Program Period or any subsequent Renewal Period, Ameren Missouri will file a notice detailing the change in this docket.

10. Program Period and Renewal Period. The program shall begin on January 1, 2020, and will continue for three calendar years thereafter, terminating on December 31, 2022 ("Program Period"). Notwithstanding the foregoing, if Ameren Missouri demonstrates positive results from the sub-programs' implementations, the Company may renew the sub-programs for an additional two years ("Renewal Period"). The Company will record and report to the Commission certain statistics to support a conclusion that the program is or is not viable, such as: program participation level, number of completed charging station projects, estimated peak demand impacts of EV charging, and any significant customer complaints, or lack thereof, related to the program. The Company will convene a meeting with Staff and OPC no later than June 30, 2022, to discuss a determination regarding whether or not the program is viable and should continue an additional two years beyond the Program Period ("Renewal Period"). If the parties are unable to agree whether the program is viable and should continue, they will submit this issue to the Commission for determination. The Company will file proposed tariff changes with the Commission no later

than September 30, 2022 if it is determined that it is appropriate to extend the program for the Renewal Period.

11. Other EV Programs. Ameren Missouri agrees that it will not pursue any additional EV supply equipment ("EVSE") incentive programs targeting EVs, as defined in the attached tariff, during the initial three-year program period unless it has the agreement of Staff and OPC to do so.

12. Information Sharing. Ameren Missouri agrees to share information with Staff and OPC on how EV load will be forecasted for its Integrated Resource Planning conducted pursuant to 4 CSR 240 Chapter 22, and for the Midcontinent Independent System Operator, Inc. ("MISO") market and reliability operations.

13. Projected Revenues. The Company agrees to establish a methodology for determining the projected revenues associated with EV charging-related line extensions for the purposes of determining the construction allowance. The Company will share this information with Staff and OPC prior to initiation of a program. The Company's initial assumption for purposes of this program is a 5% utilization factor.

14. Reporting Requirements. Ameren Missouri will submit quarterly and annual reports, as well as a final report at the end of the Initial Period, to the Commission in this docket, and with operable workpapers (as applicable) provided to all signatories, files or reports containing the following information (as available) set forth below (portions of which may be designated as confidential when appropriate)¹:

¹ To the extent information is not available for a particular reporting period, it will be provided (if available) in a subsequent period.

- **Quarterly Reporting** (due within 90 days of the end of each program quarter):
 - Program information, by type of charger (Workplace, Multi-family, Public):
 - Charger locations by physical address, account number, and account billing schedule, as well as (as applicable) charger locations of the participating customers' affiliated entities also participating in the EV incentive program;
 - Incentives paid, with project cost breakdown (e.g., EVSE, installation, site work, etc.) by charger location;
 - Project pipeline statistics (applications, committed, completed, incentives paid, incentives committed, etc.);
 - Equipment power levels by charger and charger location; and
 - Smart and networked meters or basic meters by charger and charger location;
 - Charger utilization details (e.g., unique drivers, idle, number of charges);
 - EV registrations snapshot (showing baseline prior to program start beginning with 2016 registration data) broken out by county and car type (i.e., plug-in hybrid or battery electric);
 - Direct load/revenues by charger location for separately metered chargers;
 - Estimated direct load/revenues by charger location for chargers that are not separately metered, with work papers;
 - Estimated indirect load/revenues (based on EV registrations and Ameren Missouri assumptions, with work papers); and
 - Total administrative cost breakdown including a detailed description of advertising and education activities to date.
- **Annual Reporting** (due within 120 days of the end of program year):
 - Line extension details and costs for each charging station, including breakdown of construction allowance with a description of the facility or equipment type installed and component costs, and total install costs;
 - Charger load data:

- Load by charger location of separately metered chargers at the highest level of detail available;
 - Estimated load by charger location for chargers that are not separately metered at the highest level of detail available;
 - Estimated load of indirect charging (based on EV registrations and Ameren Missouri assumptions, with work papers) at the highest level of detail available; and
 - Actual load information at the highest level of detail available that is available to Ameren Missouri through charger or vendor network based load monitoring;
- Peak versus off-peak charging by type of charger and impacts on peak load;
- Annual program costs by FERC account;
- Annual revenues:
 - Direct load/revenues by charger location for separately metered chargers;
 - Estimated direct load/revenues by charger location for chargers that are not separately metered, with work papers; and
 - Estimated indirect load/revenues (based on EV registrations and Ameren Missouri assumptions, with work papers);
- Annual estimated incremental costs including but not limited to market energy and associated MISO costs related to each of the following, based on Ameren Missouri assumptions, with workpapers:
 - Direct load/revenues by charger location for separately metered chargers;
 - Estimated direct load/revenues by charger location for chargers that are not separately metered, with work papers; and
 - Estimated indirect load/revenues (based on EV registrations and Ameren Missouri assumptions, with work papers);
- Automated Emissions Reduction ("AER"):
 - Estimated emissions avoided or increased due to program based on EV registrations, marginal emissions data provided by WattTime,

and Ameren Missouri's assumptions with accompanying workpapers; and

- Estimated effect of AER, if it is demonstrated to be viable, on program emissions based on emissions, and load shifting data provided by WattTime, and Ameren Missouri assumptions with accompanying workpapers; and
- Total administrative cost breakdown including a detailed description of advertising and education activities to date.
- **Final Report** (at end of year 3, or end of year 5 if Program Period is extended per paragraph 10 of this Agreement to Renewal Period, and due within 120 days of the end of the Program Period or Renewal Period):
 - Breakdown of quarterly and annual metrics;
 - EV registrations over time by county and across car type (i.e., plug-in hybrid, battery electric);
 - Total costs, including program costs and line extension costs, including break down of construction allowance and total install values, and including an annualization of estimated ongoing incremental costs including but not limited to market energy and associated MISO costs related to each of the following, based on Ameren Missouri assumptions, with workpapers:
 - Direct load/revenues by charger location for separately metered chargers;
 - Estimated direct load/revenues by charger location for chargers that are not separately metered, with work papers; and
 - Estimated indirect load/revenues (based on EV registrations and Ameren Missouri assumptions, with work papers);
 - Direct load/revenues by charger location for separately metered chargers;
 - Estimated direct load/revenues by charger location for chargers that are not separately metered, with work papers;
 - Estimated indirect load/revenues (based on EV registrations and Ameren Missouri assumptions, with work papers);

- Estimated rate impacts utilizing assumptions based on the amounts reported as total costs and total estimated revenues;
- AER:
 - Estimated emissions avoided or increased due to program based on EV registrations, marginal emissions data provided by WattTime, and Ameren Missouri's assumptions with accompanying work papers; and
 - Estimated effect of AER, if it is demonstrated to be viable, on program emissions based on emissions and load shifting data provided by WattTime, and Ameren Missouri assumptions with accompanying work papers; and
- Total administrative cost breakdown including a detailed description of advertising and education activities to date.

15. Emissions Program Viability. Ameren Missouri will work in good faith with WattTime² to determine whether its AER technology can be contextualized within the Missouri energy landscape to produce a viable program model for customers. Staff, OPC, and Ameren Missouri will collaborate to determine whether implementation of the program model produced is viable. If it is demonstrated to be viable, Ameren Missouri will educate participating customers regarding AER solutions. Any costs customers choose to incur to implement AER solutions will be considered eligible program costs. Such program model would be intended to enable customers who so desire to target charging their energy vehicles to time periods associate with fewer emissions. If such a program model is feasible and can be implemented,³ Ameren Missouri agrees to grant customers utilizing said program the same preference incentive currently anticipated in

² Per www.watttime.org/about/our-story, WattTime is a nonprofit entity and a subsidiary of Rocky Mountain Institute, which sells solutions intended to assist in achieving emissions reductions.

³ The Signatories agree that this program need not be fully developed by January 1, 2020, but can be implemented once it is appropriately developed and vetted.

the Attachment A tariffs as customers utilizing time-of-day rates, EnergyStar™ certified EVSE, and Demand Mitigation Solutions.⁴

Ameren Missouri will file an update with the Commission in this docket on the viability of introducing the AER software application into the program on or before January 1, 2020. If additional time is needed, Ameren Missouri will provide updates accordingly within its quarterly reports.

Ameren Missouri agrees to reference, in its initial press release, its exploration of the inclusion of AER technology in this program. If said technology is proven to be viable, Ameren Missouri agrees to include the feature in its future marketing of the program.

16. Deferral Accounting Mechanism. Ameren Missouri will use a deferral accounting mechanism to track the sub-program costs and administrative expenses as a regulatory asset. Rate treatment of that regulatory asset will be determined in future rate cases. This deferral accounting mechanism will be like the one approved for the Charge Ahead EV Charging Corridor deferral accounting mechanism approved at pages 30-31 of the Commission's *Report and Order* issued on February 6, 2019, in this case.

GENERAL PROVISIONS

17. This *Stipulation* 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* 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 party will be deemed to have

⁴ See Attachment A, Eligible Measures and Incentives, Sheet No. 164.3.

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 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.

18. This *Stipulation* has resulted from extensive negotiations, and the terms hereof are interdependent. If the Commission does not approve this *Stipulation*, 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* in a manner to which any party objects, then this *Stipulation* shall be null and void, and no Signatory shall be bound by any of its provisions.

19. 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 536.080.1, 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* 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.

20. 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 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* 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*.

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

22. 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.

23. The Signatories agree that this *Stipulation*, except as specifically noted herein, resolves all issues related to these topics, and that the agreement should be received into the record without the necessity of any witness taking the stand for examination.

WHEREFORE, the Signatories respectfully request that the Commission approve the settled Charge Ahead – EV Charging sub-programs contained herein and in Attachments A, B, and C, and grant any other and further relief as it deems just and equitable.

Respectfully submitted,

/s/ Paula N. Johnson

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on the parties of record via electronic mail (e-mail) on this 8th day of August, 2019.

/s/ Paula N. Johnson

Paula N. Johnson