

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

In the Matter of Union Electric Company d/b/a)
Ameren Missouri's 3rd Filing to Implement) File No. EO-2018-0211
Regulatory Changes in Furtherance of Energy)
Efficiency as Allowed by MEEIA.)

**STIPULATION AND AGREEMENT REGARDING
FUNDING FOR RESIDENTIAL HEATING AND
COOLING PROGRAM**

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 Regarding Funding for the Residential Heating and Cooling Program* ("Residential Heating and Cooling Stipulation") for approval by the Missouri Public Service Commission ("Commission"). All parties to this proceeding were made aware of the Residential Heating and Cooling Stipulation and some have either signed this Residential Heating and Cooling Stipulation or have indicated they will not oppose this Residential Heating and Cooling Stipulation.¹

In support of this Residential Heating and Cooling Stipulation, the Signatories respectfully state as follows:

BACKGROUND

1. On June 4, 2018, Ameren Missouri filed in this case its *Application to Approve DSIM and Demand-Side Management Portfolio and Plan, Request for Variances, and Motion to Adopt Procedural Schedule* ("Application"), together with a report, including associated appendices, entitled *Ameren Missouri 2019-24 MEEIA Energy Efficiency Plan* (the "Report"). Ameren Missouri filed its Application and Report under the Missouri Energy Efficiency Investment

¹ Midwest Energy Consumers Group indicated that while it is not Signatories to the *Heating and Cooling Stipulation*, they do not oppose its approval.

Act ("MEEIA") and the Commission's MEEIA rules seeking approval of its proposed MEEIA Cycle 3 plan. On October 25, 2018, as a result of extensive settlement negotiations, Ameren Missouri entered into an agreement with several parties in this proceeding for approval of a three-year plan ("MEEIA 2019-21"). The resulting *Stipulation and Agreement* ("MEEIA 2019-21 Stipulation") was approved by the Commission in an order dated December 5, 2018.

2. On May 13, 2020, Ameren Missouri submitted an *Application for Modification of Demand-side Management Plan, Approval of Associated Variances, and Adoption of a Procedural Schedule*. On July 10, 2020, several parties to this proceeding submitted a *Unanimous Stipulation and Agreement Regarding the Implementation [of] Certain MEEIA Programs Through Plan Year 2022* ("PY 2022 Stipulation"), which extended the existing MEEIA 2019-21, with modifications, through plan year ("PY") 2022. The PY 2022 Stipulation added a new Pay as You Save® ("PAYS®") program starting in PY 2021 and continuing through PY 2022. The Commission approved the PY 2022 Stipulation on August 5, 2020, with an effective date of September 4, 2020.

3. On July 2, 2021, Ameren Missouri submitted an *Application for Modification of Demand-Side Management Plan, Approval of Associated Variances*. On October 13, 2021, a *Non-Unanimous Stipulation and Agreement Regarding the Implementation [of] Certain MEEIA Programs Through Plan Year 2023 and Motion for Expedited Treatment* was submitted to extend the existing PY 2022 Stipulation, with modifications, through PY 2023. The Commission issued its *Order Approving Stipulation and Agreement Regarding MEEIA Plan Year 2023, Approving Tariff Sheet, and Granting Variances* on October 27, 2021 with an effective date of November 12, 2021.

4. The PY 2023 Stipulation and Appendix A contained a provision allowing Ameren Missouri a 1% contingency (i.e., plus 1% budget) within which to operate in managing the budget. With this contingency in place, Ameren Missouri's current projection shows that the Residential

Heating and Cooling Program will exhaust its PY 2023 funding during the coming summer or fall months. Rather than discontinue accepting applications for the Residential Heating and Cooling Program late summer or fall of 2023, the Signatories determined it would be more beneficial to increase the Residential Heating and Cooling Programs' overall spending limits and allow the contingencies relating to the plus 1% budget for the other programs to remain unchanged. In light of the foregoing, the Signatories to this Residential Heating and Cooling Stipulation agree to the following terms and conditions.

SPECIFIC TERMS AND CONDITIONS

5. Budget. The Signatories agree that an additional \$1.6 million can be added to the 1% contingency for the Residential Heating and Cooling Program's budget. The plus 1% contingency shall be calculated on the original budgets of the Residential Heating and Cooling Program as set forth in the PY 2023 Stipulation. The calculation of the plus 1% contingency shall not include the \$1.6 million increase identified herein. This Program provides rebates for residential heating and cooling measures. Ameren Missouri need not spend the entire additional \$1.6 million and is not prohibited from seeking an additional increase should it discover that the \$1.6 million is insufficient to continue the Program through the remainder of PY 2023.

GENERAL PROVISIONS

6. This Residential Heating and Cooling Stipulation is being entered into solely for the purpose of settling the issues specifically related to the budget for the Residential Heating and Cooling Program, and represents a settlement on a mutually-agreeable outcome without resolution of specific issues of law or fact. This Residential Heating and Cooling 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 approved, accepted, agreed, consented, or acquiesced to any substantive or

procedural principle, treatment, calculation, or other determinative issue underlying the provisions of this Residential Heating and Cooling Stipulation. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this Residential Heating and Cooling Stipulation in any other proceeding, regardless of whether this Residential Heating and Cooling Stipulation is approved.

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

8. If the Commission does not approve this Residential Heating and Cooling Stipulation unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this Residential Heating and Cooling Stipulation, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with Section 536.080 RSMo 2016 or Article V, Section 18 of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this Residential Heating and Cooling Stipulation had not been presented for approval, any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this Residential Heating and Cooling 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.

9. If the Commission unconditionally accepts the specific terms of this Residential Heating and Cooling Stipulation without modification, the Signatories waive, with respect only to the issues resolved herein: their respective rights (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2), RSMo 2016; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2016; (3) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2016; and (4) their respective rights to judicial review pursuant to Section 386.510, RSMo 2019 Supp. These waivers apply only to a Commission order issued in this above-captioned proceeding respecting this Residential Heating and Cooling Stipulation, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Residential Heating and Cooling Stipulation.

10. This Residential Heating and Cooling Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein.

11. This Residential Heating and Cooling 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 Residential Heating and Cooling Stipulation's approval. Acceptance of this Residential Heating and Cooling 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 Residential Heating and Cooling 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.

12. The Signatories agree that this Residential Heating and Cooling Stipulation, except as specifically noted herein, resolves all issues related to the specifically addressed 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 Residential Heating and Cooling Stipulation and amend the PY 2023 Stipulation as soon as practical to allow the continuance of the programs as specifically referenced herein.

(Signature blocks on following page)

Respectfully submitted,

/s/ Jennifer S. Moore

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**Attorney for the Staff of the Missouri
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on all parties of record via electronic mail (e-mail) on this 13th day of July, 2023.

/s/ Jennifer S. Moore