

**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 Increase Its Revenues) File No. ER-2021-0240
for Electric Service.)

SECOND UNANIMOUS STIPULATION AND AGREEMENT

COMES NOW Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri” or “the Company”), the Staff of the Missouri Public Service Commission (“Staff”), Missouri Industrial Energy Consumers (“MIEC”), Midwest Energy Consumers Group (“MECG”), and Renew Missouri Advocates, (collectively “Signatories”), and present to the Missouri Public Service Commission (“Commission”) for approval this Second Stipulation and Agreement (“*Second Stipulation*”) commemorating an agreement between the Signatories resolving certain additional issues in this case as enumerated herein.¹ In support of this *Second Stipulation*, the Signatories respectfully state as follows:

A. BACKGROUND

1. On March 31, 2021, Ameren Missouri filed tariff sheets designed to implement a general rate increase for its electric service territory, together with supporting testimony. The Commission issued a procedural schedule in its June 9, 2021 *Order Setting Procedural Schedule and Adopting Test Year*. This procedural schedule included a date for the provision of the preliminary true-up revenue requirement, including true-up accounting schedules with supporting

¹ There remain a few rate design issues not resolved by the first Stipulation and Agreement filed in this case or by this *Second Stipulation*, which the parties expect will be resolved by the Commission after an evidentiary hearing.

workpapers, to all parties by November 5, 2021, and culminated in an evidentiary hearing set to begin November 29, 2021 and continue through December 10, 2021.

2. After the dissemination of the true-up information, the Signatories began negotiations in earnest to determine whether a resolution of issues could be mutually reached in advance of the evidentiary hearings. As a result of these discussions, the Signatories reached agreement on a first Stipulation and Agreement, filed November 24, 2021,² and have now reached agreement on this *Second Stipulation*. In the interim in response to requests from the parties, the Commission modified the procedural schedule to change the date on which Position Statements are due, eliminate the need for a reconciliation, and set the start date of evidentiary hearings to December 9, 2021.

B. SPECIFIC TERMS AND CONDITIONS

3. Time of Use (“TOU”) for Small General Service (“SGS”) Customers. The Signatories agree that effective June 1, 2022, the new optional 2M Time of Use rate as proposed in the direct testimony of Michael Harding will be available to SGS customers with an Advanced Metering Infrastructure (“AMI”) meter.

4. Rate Schedule 11(M). The Signatories agree that the changes relating to the cumulation of meters reflected in Tariff Sheet 62.2, Section 3, as filed by the Company on March 31, 2021, should be adopted and reflected in the Company's compliance tariffs, provided that the proposed tariff language will be modified in a manner determined by collaboration of the Company and Staff in order to further define the manner in which such cumulation of meters will be conducted.

5. Consistency of Certain Charges. The Signatories agree that charges for reactive charges and the Time-of-Day customer charge shall be consistent across the 4(M) and 11(M) rate classes.

² The first Stipulation and Agreement was unanimous except for the Sierra Club, which has since indicated that it does not oppose the first Stipulation and Agreement, rendering it unanimous under 20 CSR 4250-2.115.

6. Rider C: The Company will conduct an engineering review of the Rider C loss rates by December 31, 2022 and will update the Rider C loss rates in its first electric general rate case filed after December 31, 2022 if the engineering review indicates an update of those loss rates is needed.

7. Lighting Rates. The Signatories agree that the revenue requirement increase in this case will be applied to street lighting rates by an equal percentage within each of the street lighting rate classifications (Classifications 5(M) and 6(M)).

8. Power Quality Monitoring. The Signatories agree that the changes to Tariff Sheet No. 105 and to the Miscellaneous Charges Tariff Sheet related to long-term power quality monitoring, as reflected in those Tariff Sheets as filed by the Company in this case on March 31, 2021, shall be adopted. The Company agrees to keep track of costs and revenues associated with the long-term power quality monitoring service by rate class.

9. Rider EEIC Margin Rates. The Signatories agree that the Rider EEIC margin rate table will be updated consistent with the method outlined in the direct testimony of Company witness Nick Bowden, adjusted to exclude MEEIA opt-out customers, as applied to the retail tariff rates established in compliance with the Commission's order approving new base rates in this case.

10. Ameren Missouri agrees to study and/or retain data as set forth below.

A. Ameren Missouri will retain billing determinants in a manner that facilitates the establishment of shoulder month rates to more accurately reflect the disparity in cost-causation between the peak-winter months of December, January and February, and the shoulder months that are currently included in the winter billing season.

B. Ameren Missouri agrees to study and retain data on the determinants associated with the creation of a coincident peak demand charge for all classes.

11. The Office of the Public Counsel, Consumers Council of Missouri, Sierra Club, Natural Resource Defense Council and Legal Services of Eastern Missouri are not signatories to this agreement but have authorized the Signatories to state that they do not oppose this *Second Stipulation*.

C. GENERAL PROVISIONS

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

11. This *Second Stipulation* has resulted from extensive negotiations among the Signatories and the terms hereof are interdependent. In the event the Commission does not approve this *Second Stipulation*, or approves it with modifications or conditions to which a Signatory objects, then this *Second Stipulation* shall be null and void, and no Signatory shall be bound by any of its provisions.

12. If the Commission does not approve this *Second Stipulation* unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this *Second 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 536.090, 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 *Second 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 *Second 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.

13. If the Commission unconditionally accepts the specific terms of this *Second 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 the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo 2016; (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2016; and (5) their respective rights to judicial review pursuant to Section 386.510, RSMo Supp. 2020. 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*.

14. The Signatories shall also have the right to provide, at any agenda meeting at which this *Second Stipulation* is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that each Signatory shall, to the extent reasonably practicable, provide the other parties with advance notice of the agenda meeting for which the response is requested. Signatory's oral explanations shall be subject to public disclosure, except to the extent they refer to matters that are privileged or protected from disclosure pursuant to the Commission's rules on

confidential information.

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

16. This *Second 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 *Second Stipulation's* approval. Acceptance of this *Second 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 *Second 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.

17. The Signatories agree that this *Second Stipulation*, except as specifically noted herein, resolves all issues related to these topics, and that the agreement and its exhibits should be received into the record without the necessity of any witness taking the stand for examination. Further, contingent upon Commission approval of this *Second Stipulation* without modification, the Signatories hereby stipulate to the admission into the evidentiary record of the pre-filed written testimony of their witnesses except for those witnesses testifying on the remaining issues set for evidentiary hearing.

WHEREFORE, the Signatories respectfully request that the Commission approve this *Second Stipulation*, 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/ Tim Opitz

Tim Opitz, Mo. Bar No. 65082
409 Vandiver Drive, Building 5, Ste. 205
Columbia, MO 65202
T: (573) 825-1796
F: (573) 303-5633
tim@renewmo.org

Attorney for Renew Missouri

/s/ David L. Woodsmall

David L. Woodsmall, MBE #40747
308 East High Street, Suite 204
Jefferson City, Missouri 65101
(573) 797-0005 (telephone)
david.woodsmall@woodsmalllaw.com

ATTORNEY FOR MIDWEST ENERGY
CONSUMERS GROUP

/s/ Jeffrey A. Keevil

Jeffrey A. Keevil
Missouri Bar No. 33825
P. O. Box 360
Jefferson City, MO 65102
(573) 526-4887 (Telephone)
(573) 751-9285 (Fax)
Email: jeff.keevil@psc.mo.gov

/s/ Curt Stokes

Curt Stokes
Deputy Chief Counsel
Mo. Bar No. 59836
P.O. Box 360
Jefferson City, MO 65102
(573) 751-4227 (Telephone)
(573) 751-9285 (Facsimile)
Curtis.Stokes@psc.mo.gov

Attorneys for Staff of the Missouri

/s/ Wendy K. Tatro

Wendy K. Tatro, #60261
Director & Assistant General Counsel
Ameren Missouri
1901 Chouteau
P.O. Box 66149, MC 1310
St. Louis, MO 63166-6149
(314) 554-3484 (phone)
(314) 554-4014 (fax)
AmerenMOService@ameren.com

James B. Lowery #40503
JBL Law, LLC
3406 Whitney Ct.
Columbia, MO 65203-6734
(573) 476-0050 (phone)
lowery@jbllaw.com

ATTORNEYS FOR UNION ELECTRIC
COMPANY D/B/A AMEREN MISSOURI

/s/ Diana M. Plescia

Diana M. Plescia #42419
130 S. Bemiston, Suite 200
St. Louis, Missouri 63105
Telephone: (314) 725-8788
Facsimile: (314) 725-8789
E-mail: dplescia@chgolaw.com

Attorney for the Missouri Industrial
Energy Consumers

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 6th day of December, 2021, to counsel for all parties on the Commission's service list in this case.

/s/Wendy K. Tatro

Wendy K. Tatro