

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

In the Matter of Union Electric Company d/b/a)
Ameren Missouri’s 2nd Filing to Implement) File No. EO-2015-0055
Regulatory Changes in Furtherance of Energy)
Efficiency as Allowed by MEEIA.)

**NON-UNANIMOUS STIPULATION AND AGREEMENT REGARDING
USE OF R&D FUNDS AND MODIFICATION OF MEASURE INCENTIVES**

COMES NOW Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or "the Company"), Staff of the Missouri Public Service Commission ("Staff"), Office of Public Counsel ("OPC"), Department of Economic Development – Division of Energy (“DE”) and Earth Island Institute d/b/a Renew Missouri ("Renew Missouri"), (collectively “Parties”), and present to the Missouri Public Service Commission ("Commission") for approval this non-unanimous Stipulation and Agreement ("Collaborative Stipulation") which: 1) addresses appropriate uses for remaining research and development ("R&D") funds 2) modifies the Cycle 2 budget, and 3) modifies the incentives available to customers for adopting certain measures. In support of this Collaborative Stipulation, the Parties respectfully state as follows:

BACKGROUND

1. On December 22, 2014, Ameren Missouri filed its application in this case under the Missouri Energy Efficiency Investment Act (“MEEIA”) and the Commission’s MEEIA rules. On February 5, 2016, Ameren Missouri, together with several other parties, submitted to the Commission for approval a Unanimous Stipulation and Agreement ("2016 Stipulation") related

to the Company's implementation of MEEIA. The Commission issued an Order approving the 2016 Stipulation on February 10, 2016.¹

2. In paragraph 9 of the 2016 Stipulation, Ameren Missouri agreed to engage in a collaborative process with the agreement's signatories and other interested parties to address topics such as:

- new, unserved, or underserved customer markets;
- additional cost-effective energy and demand savings;
- feasibility of implementing additional programs or measures;
- prioritization of any additional proposed programs or measures;
- increases in the budget necessary to implement additional programs or measures;
and
- low-income approaches not already addressed in the Multifamily Low Income ("MFLI") program.

3. As a result of this collaborative process, the parties to this Collaborative Stipulation have identified three modifications – two with regard to the allocation of existing R&D funds and one involving budget and measure incentive modification. These three modifications are expected to:

- result in additional energy and demand savings for customers in the Company's service territory; and
- provide benefits to all customers, including customers who do not participate in the programs.

¹ On February 23, 2016, the Commission issued an Order Nunc Pro Tunc correcting the Earnings Opportunity contained in the original order.

SPECIFIC TERMS AND CONDITIONS

In light of the foregoing, the Parties to this Collaborative Stipulation agree to the following terms and conditions:

4. Implementation. The Parties agree that Commission approval of this Collaborative Stipulation will modify the 2016 Stipulation and allow Ameren Missouri to implement the three modifications consistent with the timelines described below.

5. Use of Existing Research and Development Funds. Paragraph 6 of the 2016 Stipulation allocated \$1.5 million in the MEEIA 2016-2018 budget for Research and Development ("R&D"). As of December 2016, \$56,000 of the R&D budget had been utilized, leaving approximately \$1,444,000 for use over the remainder of Cycle 2.²

- a) The Company will use approximately \$400,000 of the R&D budget to implement and evaluate the effectiveness of using benchmarking of large commercial/industrial buildings as a tool to drive additional participation in its approved energy efficiency programs.
 - i. The goal of this research is to obtain approximately 6,300 MWh of additional energy savings from the existing business energy efficiency programs by benchmarking 240 customers. The Company will equip business customers with training and access to the U.S. Environmental Protection Agency's Energy Star Portfolio Manager ("ESPM") and supporting resources. The expected result is increased savings in all of the existing energy efficiency programs offered to business customers in Ameren Missouri's BizSavers portfolio.

² Cycle 2 has a term of March 1, 2016 through February 28, 2019.

- ii. Parties agree that there will be no increase to the Earnings Opportunity targets or caps in conjunction with Benchmarking. Upon timely approval of this Collaborative Stipulation, the Company will begin implementation in April of 2017.
- b) The Company will use approximately \$900,000 of the R&D budget to implement and evaluate the effectiveness of on-bill financing (“OBF”) of residential portfolio measures.
- i. Loans from third party lender(s) will enable qualified customers to purchase eligible energy efficiency improvements, with no or substantially reduced up-front costs, and to repay financed amounts and interest as a line item on their utility bill.
 - ii. OBF will make up to \$5 million from third party lender(s) available to residential customers, in the form of fixed interest rate loans of \$100 up to \$10,000 for the cost of the equipment and installation, with a repayment period of up to 7 years. Loans to customers will be non-transferable and not be tied-to-the-meter loans. Associated administrative costs will be collected through Rider EEIC or in the case Rider EEIC is no longer in effect, general rate proceedings until all such costs are recovered. In the event costs associated with the OBF from this agreement are the only costs being incurred³ in the Rider EEIC, Ameren Missouri shall discontinue its Rider EEIC. In

³ Specifically, in the event the Earnings Opportunity has been fully amortized through the Rider EEIC, the Projected Throughput Disincentive is zero, and the only costs included in Projected Program Costs is related to On-Bill Financing

the event Ameren Missouri's Rider EEIC is discontinued, the Company may seek recovery of any unamortized prior period balances from Rider EEIC in its subsequent general rate proceeding.

- iii. Administrative costs may include:
 - a start-up fee;
 - the lender servicing fee;
 - a negotiated annual percentage rate of the outstanding loan balance, which the Company pays to the financial institution
 - monthly call center fees;
 - marketing costs; and
 - payments to buy-down the interest rate to be paid by customers.
- iv. In addition to the anticipated convenience of on-bill financing, the Company's evaluation, measurement and verification contractor will assess the value of interest rates; such as impacts on free ridership, ability to purchase higher efficiency equipment, and approved program partners'⁴ willingness to offer on-bill financing. This will be used to make recommendations on potential program design changes in the future.
- v. In accordance with existing rules, customers will not have their utility services disconnected solely due to loan non-payment or default.

⁴ Approved program partners refers to HVAC contractors, retailers and the like, who represent the program to customers on behalf of Ameren Missouri.

- vi. The Parties agree that there will be no increase to the Earnings Opportunity targets or caps in conjunction with OBF. Upon timely approval of this Collaborative Stipulation the Company will finalize exemplar tariff sheet(s) to submit for Commission approval, with implementation of OBF expected to begin by the fourth quarter of 2017.
- vii. Tariff sheet(s) for the OBF will be filed and approved prior to implementation of the OBF.
- c) The Company will use no more than \$25,000 of the R&D budget to hire an independent third-party consultant to perform a feasibility study of the Pay As You Save (“PAYS”) financing model. The PAYS feasibility study will be completed by June 2018.

6. Modification to Budget and Measure Incentives. Upon Commission approval of this Collaborative Stipulation, the Company will follow the 11-step Change Process outlined in its Original Sheet No. 201.3 to offer incentives to businesses that install exterior “dusk to dawn” or other off-peak exterior lighting expected in April of 2017. In order to fund the increased costs, the Parties agree that Ameren Missouri may increase its budget by \$6.5 million, which is anticipated to enable a projected cumulative annual energy savings of 44,000 MWhs. The attached Revised Appendix B includes all changes to Cycle 2 MWh, program costs, and measure installations resulting from the modification of budget and measure incentives for “dusk-to-dawn” off-peak exterior lighting measures. The addition of 44,000 MWhs of cumulative annual energy savings will increase the Ameren Missouri 100% payout Earnings Opportunity by \$330,000. The attached Revised Appendix A - includes all changes to the MEEIA Cycle 2

Earnings Opportunity matrix resulting from the modification of budget and measure incentives for “dusk-to-dawn” off-peak exterior lighting measures.

GENERAL PROVISIONS

7. This Collaborative 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 Collaborative Stipulation is intended to relate *only* to the specific matters referred to herein; no Party 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 Collaborative Stipulation. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this Collaborative Stipulation in any other proceeding, regardless of whether this Collaborative Stipulation is approved.

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

9. If the Commission does not approve this Collaborative Stipulation unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this Collaborative 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 2000 or Article V, Section 18 of the Missouri Constitution, and the Parties shall retain all procedural and due process rights as fully as though this Collaborative 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 Collaborative 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.

10. If the Commission unconditionally accepts the specific terms of this Collaborative Stipulation without modification, the Parties 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 Collaborative 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 Collaborative Stipulation.

11. This Collaborative Stipulation contains the entire agreement of the Parties concerning the issues addressed herein.

12. This Collaborative 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 Collaborative Stipulation's approval. Acceptance of this Collaborative 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 Collaborative 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.

13. The Parties agree that this Collaborative Stipulation, 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.

14. Parties to this proceeding have been apprised of this Collaborative Stipulation by e-mail to Counsel of Record for Collaborative participants. The Natural Resources Defense Council and United for Missouri have stated they do not object.

WHEREFORE, the Parties respectfully request that the Commission approve this Collaborative 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/ Paula N. Johnson

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For OFFICE OF THE PUBLIC COUNSEL

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