

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

In the Matter of the First Prudence Review)
of the Missouri Energy Efficiency)
Investment Act (MEEIA) Cycle 3 Energy) File No. EO-2021-0157
Efficiency Programs and Cycle 2 Long-Lead)
Projects of Union Electric Company d/b/a)
Ameren Missouri.)

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

COME 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 December 3, 2020, the Commission's Staff issued a pleading titled *Staff's Notice of Start of First MEEIA¹ Prudence Review of Cycle 3 Energy Efficiency Programs and Cycle 2 Long-Lead Projects* ("Notice"). 20 CSR 4240-20.093(11)(B) requires Staff to submit a recommendation regarding its prudence review not later than 150 days after the initiation of the prudence audit. Accordingly, on May 3, 2021, Staff submitted a report titled *Staff Report of First Prudence Review for Cycle 3 of Costs Related to the Demand-Side Programs Investment Mechanism and Cycle 2 Long-Lead Projects for the Electric Operations of Union Electric*

¹ Missouri Energy Efficiency Investment Act.

Company d/b/a Ameren Missouri ("Report"). Because it questioned a component of Staff's recommendation, Ameren Missouri submitted a *Request for Hearing* on May 10, 2021.

2. Since that 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, along with the other agreements set forth herein, will resolve the outstanding issues between them in this docket.

SPECIFIC TERMS AND CONDITIONS

3. Sponsorship Disallowance. 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 \$153,732.06 credit to customers as part of an "Ordered Adjustment" in the "Net Ordered Adjustment" component of its EEIR calculation. The \$153,732.06 amount represents half of the Cardinals sponsorship costs during the relevant period plus \$1,793.31 in interest (Original Cost $\$303,877.50/2 = \$151,938.75 + \$1,793.31 = \$153,732.06$).² This amount reflects a compromise between the Signatories regarding the disallowance of certain costs deemed "sponsorship costs" in the Staff *Report* related to signage at Busch Stadium. The Signatories further agree that Ameren Missouri's allocated costs³ related to the Busch Stadium signage, from January 1, 2021 forward, may be considered for recovery through Ameren Missouri's EEIR so

² This amount reflects a reduced sponsorship cost for 2020 because of pandemic impacts.

³ Currently, Ameren Missouri and Ameren Illinois are each allocated half of the cost of the sign, excluding giveaways and tickets that are allocated to Ameren Missouri Communications. From January 1, 2021 forward, only half of the cost of the sign will be allocated to Ameren Missouri and the face value of the giveaways and all-inclusive tickets will be allocated to Ameren Missouri Communications as "below the line" costs.

long as the Busch Stadium signage remains in substantially the same form as Figure 1 below, and that the sign below and its message are a qualifying EEIR cost.⁴ However, the level of such costs will still be subject to prudence reviews in future proceedings pursuant to 20 CSR 4240-20.093. 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 March 1, 2019, through September 30, 2020.

Figure 1 – Busch Stadium Signage



4. Prior Settlement. In its last Rider EEIC filing to adjust its EEIR, Ameren Missouri inadvertently omitted the \$50,000 credit to customers negotiated in settlement of the prior MEEIA prudence review proceeding in File No. EO-2019-0376. Ameren Missouri will include the \$50,000, plus interest,⁵ in its next Rider EEIC filing to adjust its EEIR, as part of an "Ordered Adjustment" in the "Net Ordered Adjustment" component of its EEIR calculation

5. Implementation. The Signatories agree that Commission approval of this *Stipulation and Agreement* will allow Ameren Missouri to implement a total "Ordered

⁴ Ameren Missouri will not recover costs related to modifying the sign.

⁵ Ameren Missouri will calculate the interest on the \$50,000 from the Ordered Adjustment in File No. EO-2019-0376 since interest will need to be calculated up through the next Rider EEIC filing.

Adjustment" in its next Rider EEIC filing of \$203,732.06, ($\$153,732.06 + \$50,000 = \$203,732.06$) plus interest on the \$50,000 from the Ordered Adjustment in File No. EO-2019-0376, reflecting the settled amounts described in Paragraphs 3 and 4 above in its next Rider EEIC filing.

GENERAL PROVISIONS

6. 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.

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

8. 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 536.090 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 *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.

9. 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 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 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*.

10. The Staff and Ameren Missouri shall also have the right to provide, at any agenda meeting at which this *Stipulation and Agreement* is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that Staff and Ameren shall, to the extent reasonably practicable, provide the other parties with advance notice of the agenda meeting

for which the response is requested. Staff's and Ameren Missouri'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.

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

12. 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.

13. The Signatories agree that this *Stipulation and Agreement*, except as specifically noted herein, resolves all issues related to these topics, and that this *Stipulation and 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 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

Paula N. Johnson, #68963
Director, Enterprise Ethics and Compliance
Ameren Missouri
1901 Chouteau
P.O. Box 66149, MC 1310
St. Louis, MO 63166-6149
(314) 554-3533 (phone)
(314) 554-4014 (fax)
AmerenMOService@ameren.com

Eric Kendall Banks
Banks Law LLC
308 N 21st Street, Suite 401
St Louis, MO 63103
(314) 583-7075 (phone)
(302) 365-2789 (fax)
ericbanks@banksllc.com

/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

**Attorney for the Staff of the
Missouri Public Service Commission**

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

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 25th day of June, 2021, to counsel for all parties on the Commission's service list in this case.

/s/ Paula N. Johnson