

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

In the Matter of the First Prudence Review of	)	
the Missouri Energy Efficiency Investment	)	File No. EO-2018-0155
Act (MEEIA) Cycle 2 Energy Efficiency	)	
Programs of Union Electric Company d/b/a	)	
Ameren Missouri.	)	

STIPULATION AND AGREEMENT
REGARDING ORDERED ADJUSTMENT TO AMEREN MISSOURI'S EEIR

COMES NOW Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri” or “the Company”), the Staff of the Missouri Public Service Commission (“Staff”), and the Office of the Public Counsel (“OPC”), (collectively “Signatories”), and present to the Missouri Public Service Commission (“Commission”) for approval this *Stipulation and Agreement Regarding Adjustments to Ameren Missouri’s EEIR* (“Agreement”) commemorating an agreement between the Signatories resolving the issues in this case. In support of this *Agreement*, the Signatories respectfully state as follows:

BACKGROUND

1. On December 1, 2017, Staff submitted to the Commission its *Notice of Start of First MEEIA¹ Prudence Review of Cycle 2 Energy Efficiency Programs*. On April 30, 2018, Staff submitted its *Report of the First MEEIA Cycle 2 Prudence Review and Proposed Adjustments* (“*Report*”) for Ameren Missouri, which included a recommended total disallowance of \$80,212 (including interest). Because it questioned some of Staff's recommendations, Ameren Missouri submitted a *Request for Hearing* on May 3, 2018. On June 12, 2018, certain parties to this proceeding submitted a *Joint Proposed Procedural Schedule*, and subsequently on June 22,

¹ Missouri Energy Efficiency Investment Act.

2018, submitted a *Jointly Modified Procedural Schedule*. The Commission issued its *Order Adopting Procedural Schedule* on June 27, 2018.

2. Staff, OPC, and the Company continued discussions and ultimately agreed to a compromise position regarding the amount of the recommended ordered adjustment to be made to Ameren Missouri's Energy Efficiency Investment Rate ("EEIR") without addressing the merits of any particular expenditure. The Signatories to this *Agreement* concur that the settlement terms contained herein represent a fair and appropriate resolution of all outstanding issues between them in this docket.

SPECIFIC TERMS AND CONDITIONS

3. In light of the foregoing, the Signatories to this *Agreement* agree that, in its next Rider EEIC filing to adjust its EEIR for each customer classification, Ameren Missouri shall include a \$46,000 credit to customers as an "Ordered Adjustment" in the "Net Ordered Adjustment" component of its EEIR calculations. The \$46,000 reflects a compromise between the Signatories in order to settle this matter without litigation, and does not indicate any Signatories' position on whether any specific adjustment proposed by Staff is appropriate or inappropriate.

4. The Signatories further agree that once this \$46,000 credit is made to the EEIR, no other adjustments to the EEIR with regard to issues raised in Staff's *Report* will be necessary for the MEEIA review period of March 1, 2016, through October 31, 2017.

5. Implementation. The Signatories agree that Commission's approval of this *Agreement* will allow Ameren Missouri to implement this adjustment in its next EEIR filing.

GENERAL PROVISIONS

6. This *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 *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 *Agreement*. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this *Agreement* in any other proceeding, regardless of whether this *Agreement* is approved.

7. This *Agreement* has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not approve this *Agreement*, 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 *Agreement* in a manner to which any Signatory objects, then this *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 *Agreement* unconditionally and without modification, notwithstanding its provision that it shall become void, neither this *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 536.080 RSMo 2000 or Article V, Section 18 of the Missouri Constitution. The Signatories shall retain all procedural and due process rights as fully as though this *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 *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 *Agreement* without modification, the Signatories waive, with respect only to the issues resolved herein: (1) their respective rights 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 *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 *Agreement*.

10. This *Agreement* contains the entire agreement of the Signatories concerning the issues addressed herein.

11. This *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 *Agreement's* approval. Acceptance of this *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 *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.

12. The Signatories agree that this *Agreement*, 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.

13. In addition to the Signatories, the Department of Economic Development – Division of Energy (“DE”) has been informed of this Agreement by e-mail. DE indicates that it has no objection to this Agreement.

WHEREFORE, the Signatories respectfully request that the Commission approve this *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

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**ATTORNEY FOR THE OFFICE OF THE
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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 11th day of July, 2018, to counsel for all parties on the Commission's service list in this case.

/s/ Paula N. Johnson