

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

In the Matter of the Application of Union )  
Electric Company d/b/a Ameren Missouri )  
for a Variance from the Provisions of )  
Commission Rule 20 CSR 4240-14 to Meet ) File No. EE-2021-0086  
Unregulated Competition in a Subdivision )  
in St. Charles County, Missouri. )

**STIPULATION AND AGREEMENT**

COMES 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.<sup>1</sup> In support of this *Stipulation and Agreement*, the Signatories respectfully state as follows:

**BACKGROUND**

1. On September 24, 2020, Ameren Missouri submitted its *Application, Request for Waivers, and Motion for Expedited Treatment* (“*Application*”) requesting promotional practices and tariff waivers necessary to offer incentives to a developer in order to compete with certain incentives being offered by Cuivre River Electric Cooperative in a competition area near Kersting Road in St. Charles County (“Kersting Project”). Contemporaneously with that filing, the Company submitted a revised tariff. On September 28, 2020, the Commission issued its *Order Providing Notice, Establishing Intervention Deadline, Directing an Expedited Staff Recommendation, and Setting a Time for Responses* (“*Order*”). The *Order* required a Staff

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<sup>1</sup> While the Office of the Public Counsel is not a signatory, counsel for the agency has indicated it will not object to this *Stipulation and Agreement*.

recommendation and any interventions be submitted to the Commission no later than October 7, 2020, and any responses to Staff's recommendation by October 9, 2020.

2. During the pendency of this matter, Staff and Ameren Missouri have discussed whether a settlement could resolve this matter. As a result of these discussions, Staff and Ameren Missouri have reached an agreement recommending approval of the Company's request with certain modifications, the terms of which are set out below

### **SPECIFIC TERMS AND CONDITIONS**

3. Incentives. Ameren Missouri may offer the requested incentives to the developer. The incentives shall not receive treatment as a MEEIA program for any purpose; in other words, the incentives shall not be paid to the developer through a MEEIA program, recovered through Rider EEIC, or used to calculate MEEIA savings, throughput disincentive, or earnings opportunity.

4. Accounting. Ameren Missouri shall separately account for the level of revenue, expense, and plant investment attributable to the Kersting Project.

5. Burden of Proof. In a rate case initiated by Ameren Missouri, the Company shall have the burden of proof that the expenses and plant investment are prudent, and there will be no presumption of prudence for the Kersting Project's expenses and plant investments.

### **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 2000 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 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 the reading of the transcript by the Commission pursuant to Section 386.080.2 (RSMo 2000); (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000; and (5) their respective rights to judicial review pursuant to Section 386.510, RSMo Supp. 2011. 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 Parties 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  
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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 7<sup>th</sup> day of October, 2020, to counsel for all parties on the Commission's service list in this case.

*/s/ Paula N. Johnson*