

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

Roman Dzhurinskiy and)	
Zinaida Dzhurinskaya,)	
Complainants,)	
)	
vs.)	<u>Case No: EC-2016-0001</u>
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
Respondent.)	

**STIPULATION AND AGREEMENT
AND MOTION TO DISMISS FOR GOOD CAUSE
(4 CSR 240-2.115(1)(A) and 4 CSR 240-2.116(4))**

As a result of discussions among Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), Roman Dzhurinskiy and Zinaida Dzhurinskaya (“Dzhurinskiys”), the Missouri Public Service Commission Staff (“Staff”), and the Office of Public Counsel (“OPC”) (collectively, the “Signatories”), an agreement has been reached that resolves this Complaint in favor of the Complainants and that requires the Company to exempt from the Company’s Rider EEIC (Energy Efficiency Investment Charge) low-income customers who meet certain determinative standards.¹

Procedural Background

1. The Dzhurinskiys filed this Complaint on July 1, 2015. The Complaint arises from the Complainants’ claim that they qualified for the low-income exemption from energy efficiency charges under the Company’s Rider EEIC because of their

¹ This Stipulation and Agreement does not address the Energy Efficiency **Program** Charge included in the Company’s 1(M) Residential Service Rate Tariff at MO P.S.C. Schedule No. 6, 2nd Revised Sheet No. 54, for which there is no low-income exemption.

eligibility to receive low-income home energy assistance program (LIHEAP) funds on their bill for natural gas service from Laclede Gas Company.

2. Subsequent to the filing of the Complaint, the Company filed its Answer, Staff filed a Report and Recommendation, and OPC filed a Motion for Summary Determination. The other parties' prior positions, stated broadly, are as follows. The Company's position was that the Dzhurinskiys were not entitled to the exemption, because a customer's mere eligibility for Missouri Energy Assistance (a.k.a. Low Income Home Energy Assistance Program or LIHEAP), Winter Energy Crisis Intervention Program, Summer Energy Crisis Intervention Program, the Company's Keeping Current Low Income Pilot Program, and/or the Company's Keeping Cool Low Income Pilot Program (each referred to generally hereafter as "energy assistance") was not sufficient, nor would any customer's receipt of energy assistance towards a non-Ameren Missouri bill qualify a customer for the exemption, because the Rider EEIC tariff exemption was intended to apply only to customers who received energy assistance towards their Ameren Missouri bill. Staff's position was that just like Company customers who received energy assistance towards their Ameren Missouri bill, Company customers who received energy assistance towards a non-Ameren Missouri bill also qualified for the Rider EEIC exemption and should be exempted upon the customer's presentation of documentation demonstrating receipt of energy assistance. OPC's position was that Company customers who received energy assistance towards a non-Ameren Missouri bill also qualified for the Rider EEIC exemption and should be exempted upon the customer's presentation of documentation to the company.

3. In the course of the Complaint, Company and Staff conducted discovery. The Signatories agree that the discovery established: that Ameren Missouri is automatically notified electronically, on a weekly basis, by the Department of Social Services Family Support Division (“DSSFSD”), which administers the LIHEAP program, when Ameren Missouri customers receive LIHEAP energy assistance towards their Ameren Missouri bills, and the Company automatically exempts such customers from the Rider EEIC charge for twelve months following receipt of assistance; however, the Company is not automatically notified by any source of the identities of its customers who receive energy assistance towards a non-Ameren Missouri bill, and therefore the Company cannot and does not automatically exempt those customers receiving energy assistance towards a non-Ameren Missouri bill. In addition, the Signatories agree that discovery established that DSSFSD, the 19 agencies (18 community action agencies and the Urban League of St. Louis) (“Contract Agencies”) that contract with DSSFSD to process LIHEAP applications to determine program eligibility, and non-Ameren Missouri home energy suppliers that receive assistance towards their own customers’ utility bills, all are legally and contractually prohibited from disclosing to Ameren Missouri the identities of Ameren Missouri customers who receive energy assistance towards non-Ameren Missouri utility bills, absent the energy assistance recipients/customers’ express consent to such disclosure. The Signatories agree, however, that energy assistance recipients are not prohibited from disclosing such information about themselves.

4. The Company received, as part of the exhibits to OPC’s Motion for Summary Determination, documentation that established that the Dzhurinskiys received

energy assistance in December of 2014. In addition, the Dzhurinskiys have provided the Company with documentation establishing that they received energy assistance in mid-November of 2015.

5. No prepared testimony has been filed and no oral evidence has been offered. The Complaint has been set for an evidentiary hearing on January 26, 2016.

Voluntary Resolution

6. In furtherance of the resolution of this Complaint by agreement, the Company has credited the Dzhurinskiys' residential electric utility service account in the amount of \$22.96, which amount is equal to the energy efficiency investment charges and municipal charges attributable to said energy efficiency investment charges that were charged to the Dzhurinskiys from June 6, 2015 through November 5, 2015. The Dzhurinskiys acknowledge receipt of the credit, and agree that the credit has been correctly calculated.

7. In furtherance of the resolution of this Complaint by agreement, the Company will exempt the Dzhurinskiys' residential electric utility service account from Rider EEIC charges for the period beginning November 6, 2015 in the manner provided below.

8. In furtherance of the resolution of this Complaint by agreement, the Company will file an expedited tariff within thirty (30) days of the issue date of this order to revise Ameren Missouri's Rider EEIC tariff adding the following requirements.

An Ameren Missouri low-income customer who has received assistance from Missouri Energy Assistance (a.k.a. Low Income Home Energy Assistance Program or LIHEAP), Winter Energy Crisis Intervention Program, or Summer Energy Crisis Intervention Program and (i) whose account has not automatically been exempted from Rider EEIC, or (ii) who has been charged Rider EEIC

charges and whose account has not been credited for said charges, may provide the Company, via facsimile to **866.297.8054**, via email to **myhomeamerenmissouri@ameren.com**, or via regular mail to **Ameren Missouri, P.O. Box 790352, St. Louis, MO 63179-0352**

- a. documentation of the assistance received in the form of:
 - i. a copy of the Division of Social Services Family Support Division (“DSSFSD”) form EA-7 energy assistance payment notice received by the low-income customer, or
 - ii. a copy of the DSSFSD LIHEAP Energy Assistance direct payment check received by the low-income customer, or
 - iii. a copy of the Contract Agency energy crisis intervention program (“ECIP”) payment notification letter received by the low-income customer, or
 - iv. a printout of the low-income customer’s DSSFSD LIHEAP EA E1RG System Registration screen identifying the supplier, benefit amount and payment processing date.
- b. Upon receipt of the documentation, the Company will credit the low-income customer’s account for:
 - i. energy efficiency investment charges and
 - ii. any municipal charges attributable to said EEIC charges, that were previously charged to the low-income customer within twelve billing months following the documented receipt of energy assistance; provided that the low-income customer shall not be entitled to any credit, nor shall the Company credit

the low-income customer, for energy efficiency investment charges and associated municipal charges incurred and billed prior to the June 2015 commencement of the low-income exemption.

- c. Upon receipt of the documentation, for the remainder of the twelve months following the documented receipt of energy assistance, the Company will exempt such low-income customer from any Rider EEIC charges thereafter imposed. The exemption will be evidenced on the low-income customer's bill as an EEIC charge, followed by a credit.

9. The non-Ameren Missouri Signatories have contributed to the development of paragraphs 6-8, above, and agree that they constitute a fair and reasonable means to resolve this Complaint and to implement the Rider EEIC exemption provisions for Ameren Missouri low-income customers who have received energy assistance towards a non-Ameren Missouri utility bill.

General Provisions

10. This Stipulation is being entered into for the purpose of disposing of all issues in this case and the matters specifically addressed in the Stipulation. Except as specified herein, the Signatories shall not be prejudiced, bound by, or in any way affected by the terms of this Agreement: (a) in any future proceeding, (b) in any proceeding currently pending under a separate docket; and (c) in this proceeding should the Commission decide not to approve this Stipulation, or in any way condition its approval of the same.

11. This Agreement has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Agreement unconditionally and without modification, then this Agreement shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

12. If approved and adopted by the Commission, this Agreement shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Agreement and the operation of this Agreement according to its terms.

13. If the Commission does not approve this Agreement without condition or modification, and notwithstanding the provision herein that it shall become void, (a) 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 RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, and (b) 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, 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 purpose whatsoever.

14. If the Commission accepts the specific terms of this Agreement without condition or modification, only as to the issues in this case explicitly set forth above, the

Signatories each waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to seek rehearing pursuant to §536.500, and their respective rights to judicial review pursuant to §386.510. This waiver applies only to a Commission order approving this Agreement without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Agreement.

Requested Relief

15. As stated above, no prepared testimony has been filed and no oral evidence has been offered. 4 CSR 240-2.116(1) would permit voluntary dismissal of this Complaint without an order of the Commission. However, 4 CSR 240-2.116(4) also permits dismissal of the complaint for good cause found by the Commission. Good cause exists to dismiss the Complaint because Complainants are satisfied with the resolution outlined above. Good cause also exists because the proposed revision to the Company's Rider EEIC tariff outlined above is a fair and reasonable procedure by which Ameren Missouri low-income customers who have received assistance from Missouri Energy Assistance (a.k.a. Low Income Home Energy Assistance Program or LIHEAP), Winter Energy Crisis Intervention Program, or Summer Energy Crisis Intervention Program but who have not automatically been exempted from Rider EEIC, may benefit from the exemption. Therefore, the Signatories seek an order from the Commission approving this Stipulation and Agreement and dismissing the Complaint for good cause.

WHEREFORE, the Signatories respectfully request an order from the Commission approving this Stipulation and Agreement and dismissing the Complaint for good cause.

Respectfully submitted,

/s/ Hampton Williams

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing has been served, by hand delivery, electronic mail, or First Class United States Mail, postage prepaid, to all parties of record on the Service List maintained for this case by the Data Center of the Missouri Public Service Commission, on this 18th day of December, 2015.

/s/ Hampton Williams