

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

In the Matter of Union Electric Company d/b/a Ameren     )  
Missouri's Tariffs to Increase Its Annual Revenues for     ) File No. GR-2019-0077  
Natural Gas Service.     )

**FIRST AMENDED NONUNANIMOUS STIPULATION AND AGREEMENT**

**COME NOW** Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or the "Company"), the Staff of the Missouri Public Service Commission ("Staff"), the Missouri Department of Economic Development – Division of Energy ("DE"), Renew Missouri Advocates d/b/a Renew Missouri, the National Housing Trust and the Office of the Public Counsel ("OPC") (collectively, "the Signatories") and submit this First Amended Nonunanimous Stipulation and Agreement, and respectfully state as follows:

**BACKGROUND**

1. On December 3, 2018, Ameren Missouri filed with the Missouri Public Service Commission revised tariff sheets to implement a general rate increase.
2. DE, Renew Missouri, the Missouri Industrial Energy Consumers, the National Housing Trust, the Missouri School Boards' Association, and Spire Missouri Inc. applied for, and were granted, intervention.
3. After several discussions, the Signatories have reached a Stipulation and Agreement ("Agreement") resolving all issues in this case among the Signatories. Since the filing of the Agreement, the Signatories have reached further agreement to include all issues raised by OPC, as set forth below. This Amended Stipulation supercedes the Agreement filed on July 18, 2019.

## **AGREEMENTS AMONG THE SIGNATORIES**

### TOTAL REVENUE REQUIREMENT

4. The Signatories agree that Ameren Missouri should be authorized to file tariffs designed to decrease the Company's permanent annual rate revenues by \$1 million, exclusive of any applicable license, occupation, franchise, gross receipts taxes, or similar fees or taxes.

### CAPITAL STRUCTURE

5. The Signatories agree that the stipulated revenue requirement reflects Ameren Missouri's actual capital structure at true-up (May 31, 2019) in this case.

### ROE RANGE

6. The Signatories agree that the range of reasonable Return on Equity for Ameren Missouri's gas operation is 9.4% to 9.95%.

### ISRS ROE

7. For purposes of the Company's Infrastructure System Replacement Surcharge ("ISRS") only, an ROE of 9.725% shall be used to calculate the ISRS charge.

### TRACKERS

8. Property Tax Tracker: Ameren Missouri shall track and defer all property tax refunds associated with tax years 2009 through the true-up date of the Company's next gas rate case, as well as property tax increases and decreases experienced from 2009 through the true-up date of Ameren Missouri's next gas rate case, offset by attorneys/consultant fees associated with the aforementioned refunds from 2009 until the true-up date of its next rate case. The Company shall maintain separate accounting records for the activity related to the property tax refunds, property tax increases and decreases, and the attorneys/consultant fees tracker components. The ratemaking treatment of the deferral balance shall be determined in Ameren Missouri's next gas general rate case; however, Ameren Missouri shall not seek rate recovery of any excess tracked

net property tax increases and attorneys/consultant fees over the amount of property tax refunds that may exist as of the applicable test year, update period or true-up period cut-off date in that proceeding. All parties are free in that rate proceeding to argue that the property tax refund deferral amount should be increased or decreased for purposes of rate recovery. Staff has agreed to this provision for the purposes of settlement only. Staff is not bound by the terms of this provision in any future proceeding not related to property taxes for 2009 through the true-up date of the Company's next gas rate case, or in any proceeding currently pending before the Commission in a separate docket, or any other proceeding should the Commission decide not to approve this Stipulation.

9. Ameren Missouri shall not track and defer software costs as described in the Company witness Laura Moore's direct testimony, page 16.

10. Pension/OPEB tracker: Company shall continue the existing tracking mechanism for Pension and Other Post-Employment Benefits ("OPEB").

#### AMORTIZATIONS

11. Exhibit A lists the amortizations of regulatory assets and liabilities that the Signatories recommend to be used for setting rates in this case. Exhibit B lists the balances for each regulatory asset or liability as of May 31, 2019.

#### EE PROGRAM

12. Ameren Missouri will retain its current \$700,000 annual collection for the Energy Efficiency ("EE") Programs for Residential and General Service customers, including the Income-Eligible Multifamily subprogram ("IEMF"), and the Company's Income-Eligible Weatherization Assistance program ("IEWAP"). The Company agrees to spend the full \$700,000 annually. The Company may exceed funding levels by up to 20%, but may not exceed the 20% buffer without Commission approval. The current tracking mechanism shall continue.

The regulatory liability of unspent Program funds shall be allocated to relevant Community Action Agencies ("Agencies") for weatherization with a priority placed on multi-family low income properties of five or more units. Since the administrative functions and the funding for EE programs are not federally sourced, the agencies need not adhere to the same strict guidelines for spending these funds as necessary for spending federally administered or sourced funds; therefore, use of such funds will not have to strictly adhere to United States Department of Energy guidelines for weatherization. Agencies, at their discretion, can use funds to weatherize properties that have historically been passed over due to eligibility related to date-last-weatherized or reasonable health and hazard conditions. Agencies shall make every effort to expend the historic "unspent regulatory liability funds" before the conclusion of Ameren Missouri's next general gas rate case.

Ameren Missouri shall allocate \$125,000 annually from the \$700,000 annual collection for the IEMF subprogram, and shall separately track the money spent, measures installed, and savings achieved within the IEMF customer segment and shall report such metrics to the Missouri Energy Efficiency Advisory Collaborative Low-Income Workgroup. The Company shall make best efforts to spend the entire IEMF budget annually. Ameren Missouri shall adjust spending on non-IEMF programs or subprograms to make up for any shortfall in IEMF spending in any particular year so that the full \$700,000 annual collection is spent each year. Wherever practical, the Company shall co-deliver the EE programs and the IEMF subprogram with electric utilities. Parties agree that the redlined Missouri Energy Efficiency Natural Gas Residential Low Income Program tariff included in Laureen Welikson's rebuttal testimony should be adopted. With the exception of the IEMF subprogram, the custom measure proposed by the Company in Company witness Laureen Welikson's direct testimony will not be offered as an eligible measure.

Ameren Missouri shall hold a bi-annual meeting with interested Signatory parties to provide an update on program expenditures and solicit feedback. The Signatories agree to remain

silent on Ameren Missouri's TRM until the next gas rate case and agree to have future discussions on how to most cost-effectively move forward with tracking future deemed savings assumptions.

13. Weatherization: The Company shall take over administration of the IEWAP from DE, and will work with DE to smoothly transition administration of the IEWAP to the Company. The current budget for the IEWAP of \$263,000 (which is a part of the \$700,000 annual collection for the EE Program) shall continue to be used for the weatherization subprogram. Since the administrative functions and the funding for IEWAP are not federally sourced, the agencies need not adhere to the same strict guidelines for spending these funds as necessary for spending federally administered or sourced funds; therefore, Agencies will not have to adhere to the US DOE guidelines for weatherization. Agencies, at their discretion, can use funds to weatherize properties that have historically been passed over due to eligibility related to date-last-weatherized or reasonable health and hazard conditions. Participating Agencies are required to document use of discretionary funds and number of properties completed annually with invitations extended to Agencies to participate once a year (by phone or in person) in one of the two bi-annual collaborative energy efficiency meetings. During the collaborative energy efficiency meetings, stakeholders shall discuss any guidelines that may be necessary for the Agencies to implement. The Company will provide regular updates to the MEEAC Low-Income Workgroup regarding funds spent and measures installed through the weatherization subprogram.

14. Red Tag Repair Program: The Red Tag Repair Program described by Company witness Lauren Welikson in direct testimony is withdrawn, and shall not be offered by the Company.

## MODIFIED VIRN

15. Signatories recommend the Commission approve the Volume Indifference Reconciliation to Normal ("VIRN") Rider proposed by Staff witness Michael Stahlman in rebuttal testimony with three modifications. First, the VIRN shall apply to the Residential and General Service classes. Second, Residential class rate design will reflect the same rate for usage in both blocks, as indicated below. Third, the VIRN shall be designed to reconcile only the usage in one pre-defined block for each of the covered rate classes to the usage for those blocks from the test year in this case, as provided below.<sup>1</sup> The blocks that will be reconciled have been designed to isolate usage ranges where variations are primarily related to weather and conservation.

<b>Residential</b>	<b>Usage from</b>	<b>Usage to</b>	<b>Reconciled under VIRN</b>	<b>Annual Usage Reconciled under VIRN</b>	<b>Approximate Rate per CCF</b>
Block 1:	-	30	No		\$ 0.314
Block 2:	31	all additional	Yes	44,385,230	\$ 0.314

<b>General Service</b>	<b>Usage from</b>	<b>Usage to</b>	<b>Reconciled under VIRN</b>	<b>Annual Usage Reconciled under VIRN</b>	<b>Approximate Rate per CCF</b>
Block 1a:	-	100	No		\$0.30
Block 1b:	101	400	Yes	10,215,167	\$0.30
Block 1c:	401	7,000	No		\$0.30
Block 2:	7,001	all additional			\$0.20

## DEPRECIATION

16. Signatories recommend the Company's proposed depreciation rates, including general plant amortization, be approved and used to set rates in this proceeding, which are reflected in Exhibit C. Ameren Missouri shall record retirements related to general plant amortizations for

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<sup>1</sup> Approximate rates are included only to indicate that 1) a flat rate shall be designed for the Residential rate class, and 2) that the General Service class shall retain the existing rate design, but that the first block shall be subdivided for purposes of effectuating the VIRN only.

all assets on the books that exceed the amortization periods for each account. The Company shall keep its books and records related to general plant amortization accounts consistent with the electric record keeping procedures as set forth in File No. ER-2014-0258.

#### BILLING CHANGES

17. The Company shall revise its billing statements to include additional detailed information as identified by Staff witnesses Robin Kliethermes and Kim Cox in Staff's direct class cost of service study report testimony and in OPC witness Geoff Marke's direct testimony.

#### FILING OF NEXT GAS RATE CASE

18. Ameren Missouri agrees to file its next gas rate case concurrent with its next-to-be-initiated electric rate case (not the currently pending electric rate case, File No. ER-2019-0335).

#### RESIDENTIAL RATE DESIGN

19. The Residential monthly Customer Charge shall not change from the current \$15 charge, and the revenue requirement allocated to the residential class that is not covered by the customer charge will be allocated to customers using a flat volumetric Delivery Charge per Ccf. The residential PGA will have a corresponding change to reflect a flat volumetric rate structure.

#### RATE DESIGN & BILLING UNITS

20. The revenue requirement decrease shall be allocated to customer classes by calculating an equal percentage change for all classes (Residential, General Service, Large Volume Transportation, Standard Transportation, and Interruptible) but shifting the dollar value of the decrease that was calculated for the Interruptible class to the Standard Transportation class. This results in the Interruptible class providing the level of revenue that is produced by existing permanent rates, and the Standard Transportation class receiving a decrease of a larger magnitude than the other classes.

21. Signatories agree to the following billing units, with the rate decrease to be applied as indicated below, and as in the “Residential Rate Design” paragraph above:

	Customer Charge Count	Block 1 Determinants	Block 2 Determinants	Class Revenue
Residential	1,429,374	30,171,420	44,385,230	\$45,432,924
General Service	155,332	34,553,126	2,185,017	\$15,593,711
Standard Transportation	8,021	14,245,429	17,771,190	\$7,929,840
Large Volume Transportation	Equal Percentage Decrease to All Elements			\$5,415,316
Interruptible	84	301,276	1,690,112	\$391,092

The General Service Rates shall be adjusted as equal percentage adjustments to the existing rate elements, the rates for the Block 1a, Block 1b, and Block 1c components being of equal value, and the Block 1b determinants as stated in the “Modified VIRN” paragraphs. The Standard Transportation class will receive an equal percentage decrease to all elements, except that the additional decrease allocated from the Interruptible class will be applied to Block 2 only. The Interruptible Block 1 rate will be set equal to the rates that are established for General Service Block 1, and the Interruptible Block 2 rate will be increased so that the current Interruptible class revenue level is maintained.

22. Company agrees to provide evidence of need for Special Contracts in each future gas rate case.

CONSOLIDATION OF PGA

23. The incremental Rolla Area PGA/ACA rate shall be consolidated with the system-wide PGA/ACA rate.

DATE NEW RATES TO GO INTO EFFECT

24. New natural gas rates as described in this Agreement shall go into effect as soon as practicable.



### MEETING WITH STAFF

25. Company agrees to meet with Staff about cost reduction tracking from Company initiatives within 60 days of Commission order approving this Agreement.

### MSBA

26. This First Amended Stipulation and Agreement does not resolve the Missouri School Board Association's issues in this case.

### **GENERAL PROVISIONS OF AGREEMENT**

27. This Agreement is being entered into solely for the purpose of settling the issues in this case explicitly set forth above between the Signatories. Unless otherwise explicitly provided herein, none of the Signatories to this Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost of service methodology or determination, depreciation principle or method, method of cost determination or cost allocation or revenue-related methodology. Except as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Agreement in this or any other proceeding, regardless of whether this Agreement is approved.

28. This Agreement is a negotiated settlement. Except as specified herein, the Signatories to this Agreement 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/or (c) in this proceeding should the Commission decide not to approve this Agreement, or in any way condition its approval of same.

29. 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.

30. 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.

31. 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.

32. If the Commission accepts the specific terms of this Agreement without condition or modification, only as to the issues in these cases 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 the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §386.500, 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.

**WHEREFORE**, the Signatories request the Missouri Public Service Commission issue an order approving the terms and conditions of this Stipulation and Agreement.

Respectfully submitted,

/s/ Wendy Tatro

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**CERTIFICATE OF SERVICE**

The undersigned certifies that true and correct copies of the foregoing have been e-mailed or mailed, via first-class United States Mail, postage pre-paid, to counsel of record this 18<sup>th</sup> day of July, 2019.

*/s/ Wendy Tatro*

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Wendy Tatro

## EXHIBIT A

### Summary of Amortizations

Pension Tracker Amortization – GR-2019-0077	(255,480)
OPEB Tracker Amortization – GR-2019-0077	(535,853)
Pension Undercollection Amortization – GR-2010-0363	39,169
OPEB Undercollection Amortization – GR-2010-0363	311,582
Over/Under Collected Amortization Non-Rate Base	(187,528)

## EXHIBIT B

### Summary of Balances of Amortizations

	Balances <u>At 5/31/2019</u>
Pension Tracker Amortization – GR-2019-0077**	(1,277,403)
OPEB Tracker Amortization – GR-2019-0077**	(2,679,264)
Pension Undercollection – GR-2010-0363**	195,844
OPEB Undercollection – GR-2010-0363**	1,557,908
Over/Under Collected Amortization Non-Rate Base	(856,827)

\*\* Regulatory Assets/Liabilities that are included in rate base

**EXHIBIT C****Ameren Missouri Gas Company  
Schedule of Depreciation Rates  
GR-2019-0077**

<b>Account</b>	<b>Account Description</b>	<b>Survivor Curve</b>	<b>Depreciation Rate %</b>	<b>Net Salvage %</b>
<b>Transmission Plant</b>				
367	Mains	50-R3	1.62%	-5%
369	Meas. & Reg. Station Equip.	45-R1.5	0.88%	-5%
<b>Distribution Plant</b>				
375	Structures and Improvements	40-R2	4.50%	-5%
376	Gas Mains	50-R3	2.03%	-5%
378	Meas. & Reg. Station Equip.- General	40-R1	2.49%	-5%
379	Meas. & Reg. Station Equip. - City Gate	40-R1	2.57%	-5%
380	Services	40-R2	1.78%	-5%
381	Meters	28-S0.5	5.56%	0%
383	House Regulators	41-S2.5	3.63%	-25%
385	Industrial Meas. & Reg. Equip.	35-R1	2.54%	0%
<b>General Plant</b>				
390	Structures and Improvements	40-R1	2.76%	-5%
391	Office Furniture and Equipment	15-SQ	6.67%	0%
391.2	Office - Computers	5-SQ	20.00%	0%
392	Transportation Equipment	11.5-L3	7.16%	12%
393	Stores Equipment	20-SQ	5.00%	0%
394	Tools, Shop, and Garage Equipment	20-SQ	5.00%	0%
395	Laboratory Equipment	20-SQ	5.00%	0%
396	Power Operated Equipment	16-S2.5	5.33%	16%
397	Communication Equipment	15-SQ	6.67%	0%
398	Miscellaneous Equipment	15-SQ	6.67%	0%