

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

In the Matter of Union Electric Company d/b/a)	
Ameren Missouri's Electric Service Tariffs)	File No. ER-2020-0147
Adjustment Relating to MEEIA Rider EEIC.)	Tracking No.: YE-2020-0090

INITIAL STIPULATION AND AGREEMENT

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 submit this *Stipulation and Agreement* ("Stipulation") for approval by the Missouri Public Service Commission ("Commission"). In support of this *Stipulation*, the Signatories respectfully state as follows:

BACKGROUND

1. On November 22, 2019, Ameren Missouri submitted its new Rider EEIC tariffs, with supportive testimony, in the above-captioned files. On November 25, 2019, the Commission issued its *Order Directing Notice, Establishing Intervention Deadline, and Directing Filing of Staff Recommendation* ("Order") which, among other things, established a deadline of December 22, 2019, for Staff to submit a recommendation in this case.

2. Staff and Ameren Missouri have been working together to try to resolve information gaps and discuss various aspects of the filings. During these discussions, it became apparent that Staff and the Company did not agree on an appropriate calculation of the earnings opportunity, specifically related to the throughput disincentive true-up, for recovery through Rider EEIC, based on different interpretations of the interplay between existing Tariff Sheet Nos. 91.7 and 91.9. Both Ameren Missouri and Staff agree that the throughput disincentive is to be true-up to evaluation results and the true-up amount is to be reflected in the earnings opportunity; the Signatories have not come to an agreement upon the particulars of the methodology and

calculations. Because this is a matter that will impact future Rider EEIC filings, the Signatories have discussed options for maintaining Rider EEIC charges until the matter could be resolved.

3. In light of the forgoing, the Signatories to this *Stipulation* agree to the following terms and conditions.

SPECIFIC TERMS AND CONDITIONS

4. Initial Settlement. As a result of settlement discussions, the Signatories have agreed that the attached Tariff Sheet No. 91.23, which reflects no true-up of the throughput disincentive, may go into effect on February 1, 2020, should the Commission approve this *Stipulation*. Rather than adopting the throughput disincentive true-up calculation methodology and inputs utilized by Ameren Missouri or Staff in their respective positions, the Signatories agree that as an interim measure, Tariff Sheet No. 91.23 shall reflect the results of deemed calculations (for the purposes of this *Stipulation* referred to hereafter as "Interim Calculations") utilizing the re-basing established in File No. ER-2016-0179, as well as a .85 net-to-gross with the deemed savings approved for MEEIA Cycle 2 programs in File No. EO-2015-0055.¹ The Interim Calculations can be found in the spreadsheets attached as Attachments 2 through 7,² and the revised Tariff Sheet No. 91.23 can be found in Attachment 1.³ The Signatories agree that the amounts recovered as a result of these Interim Calculations are subject to true-up as discussed in Paragraph 6 below.

¹ Following the existing tariff formula and postponing true-up of the throughput disincentive to evaluation results while working together to agree upon the true-up methodology.

² These Attachments are labeled Schedules WRD-2 through WRD-7, and replace Schedules WRD-2 through WRD-6 previously submitted with the Direct Testimony of William R. Davis.

³ Attachment 1 is labeled as Schedule WRD-1 and replaces all versions of Schedule WRD-1 to the Direct Testimony of William R. Davis that were previously submitted in this proceeding. That said, only Sheet No. 91.23, which reflects the Interim Calculations, has changed since the December 10, 2019 tariff substitutions. Sheet No. 91.23 will also be substituted in Tracking No.: YE-2020-0090.

5. Continued Discussions. The Signatories agree to work together in good faith to agree upon appropriate inputs and methodologies for the calculation of the throughput disincentive true-up (referred to herein as "Final Calculations"). If the Signatories cannot come to an agreement regarding Final Calculations by July 31, 2020, then the Signatories will file a Joint Proposed Procedural Schedule designed to bring this issue before the Commission for a decision regarding Final Calculations.

6. True-Up of the Interim Calculations. The Signatories agree that once Final Calculations are determined, whether by agreement of the Signatories or by Commission decision, the difference between the amounts recovered under the Interim Calculations and the amounts that would have been recovered for the same period under Final Calculations (i.e., the true-up) shall be included in the next Rider EEIC filing for collection or refund, as appropriate.

GENERAL PROVISIONS

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

8. This *Stipulation* has resulted from extensive negotiations, and the terms hereof are interdependent. If the Commission does not approve this *Stipulation*, 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 *Stipulation* in a manner to which any party objects, then this *Stipulation* shall be null and void, and no Signatory shall be bound by any of its provisions.

9. If the Commission does not approve this *Stipulation* unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this *Stipulation*, 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 536.080.1, 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* 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* 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.

10. If the Commission unconditionally accepts the specific terms of this *Stipulation* 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 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 *Stipulation* 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*.

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

12. This *Stipulation* 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's* approval. Acceptance of this *Stipulation* 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* 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*, 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.

WHEREFORE, the Signatories respectfully request that the Commission approve the agreements described herein, 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 Staff of the
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on the parties of record via electronic mail (e-mail) on this 7th day of January, 2020.

/s/ Paula N. Johnson
Paula N. Johnson