

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held by telephone/internet audio conference on the 28<sup>th</sup> day of May, 2020.

In the Matter of Union Electric	)	
Company d/b/a Ameren Missouri's	)	
Request for a Waiver of Various	)	<b><u>File No. EE-2019-0382</u></b>
Tariffs and Regulations to Enable the	)	
Deployment of Automated Metering	)	
Infrastructure Beginning in 2020	)	

**ORDER APPROVING PARTIAL STIPULATION AND AGREEMENT**

Issue Date: May 28, 2020

Effective Date: May 28, 2020

On October 8, 2019, Union Electric Company d/b/a Ameren Missouri (Ameren Missouri) filed an application, with related exemplar tariff revisions and a *Smart Meter Plan Report (Report)*. The application requested regulation variances and tariff revisions regarding disconnections and reconnections, interval versus meter register data, customer meter readings, and estimation routines.

On May 15, 2020, Ameren Missouri, the Commission's Staff, Consumers Council of Missouri (CCM), and AARP (the Signatories) filed a Partial Stipulation and Agreement (Agreement). The Signatories state that the Office of the Public Counsel (OPC) does not object to the Agreement. In addition, more than seven days have passed since the agreement was filed, and no one has objected to it.

The Signatories agree that the Commission should grant Ameren Missouri the variances it requested regarding customer meter readings and estimation routine. They further agree that the Commission should grant Ameren Missouri the variances it requested regarding beginning and ending meter readings, but with conditions so that beginning and

ending meter register readings do not have to be included on Time of Use customers' bills. Ameren Missouri's variance requests regarding door hangars/contact and reduction of reconnection fee for Advanced Metering Infrastructure customers remain pending for further discussion and possibly litigation.<sup>1</sup>

The Commission may resolve any part of this proceeding on the basis of a stipulation and agreement.<sup>2</sup> Since no party objects to the Agreement, the Commission will treat the Agreement as a unanimous stipulation and agreement.<sup>3</sup>

After reviewing the Agreement, the Commission finds and concludes that the Agreement is a reasonable resolution of the issues. The Commission will approve the Agreement.

**THE COMMISSION ORDERS THAT:**

1. The Partial Stipulation and Agreement filed on May 15, 2020, is approved, and the signatories are ordered to comply with its terms. A copy of the Partial Stipulation and Agreement is attached to this order and incorporated herein as if fully set forth.

2. Ameren Missouri is granted a variance from Commission Rules 20 CSR 4240-13.020(2)(A)3, 20 CSR 4240-13.020(2)(C)1, 20 CSR 4240-13.020(3), 20 CSR 4240-13.020(9), and 20 CSR 4240-13.040(3).

3. Ameren Missouri is granted a revision to Sheet No. 130, General Rules and Regulations, V. Billing Practices, D. Customer Readings and to Sheet No. 131.1, General Rules and Regulations, V. Billing Practices, E. Estimated Billing, 3. General Estimating Procedures.

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<sup>1</sup> The Commission will set a procedural conference in a subsequent order.

<sup>2</sup> Commission Rule 20 CSR 4240-2.115(1)(B).

<sup>3</sup> Commission Rule 20 CSR 4240-2.115(2).

4. Ameren Missouri shall file tariffs to comply with the Partial Stipulation and Agreement and with this order.

5. This order shall be effective when issued.



**BY THE COMMISSION**

A handwritten signature in black ink that reads "Morris L. Woodruff". The signature is written in a cursive, flowing style.

Morris L. Woodruff  
Secretary

Silvey, Chm., Kenney, Rupp, Coleman, and  
Holsman CC., concur.

Pridgin, Regulatory Law Judge

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

In the Matter of Union Electric Company                    )  
d/b/a Ameren Missouri's Request for a                    )  
Waiver of Various Tariffs and Regulations            )       File No. EE-2019-0382  
to Enable the Deployment of Automated                )  
Metering Infrastructure Beginning in 2020.            )

**PARTIAL STIPULATION AND AGREEMENT**

COME NOW Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or the "Company"), Staff of the Missouri Public Service Commission ("Staff"), the Office of the Public Counsel ("OPC"), AARP, and Consumers Council of Missouri ("CCM"), (collectively referred to as "Signatories"), and submit this *Partial Stipulation and Agreement and Proposed Procedural Schedule* ("*Partial Stipulation*") for approval by the Missouri Public Service Commission ("Commission") so that the remaining issues in this matter can be narrowed.<sup>1</sup> In support of this *Partial Stipulation*, the Signatories respectfully state as follows:

**BACKGROUND**

1. On October 8, 2019, Ameren Missouri filed in this case an *Application for Variances* with related exemplar tariff revisions and a *Smart Meter Plan Report* ("*Report*"). The *Application for Variances* requested regulation waivers and/or tariff revisions, including:

- Variances and revisions regarding disconnections and reconnections:
  - 20 CSR 4240-13.050(9) (variance)
  - Tariff Sheet No. 143 (revision)
  - Tariff Sheet No. 144 (revision)
  - Tariff Sheet No. 145 (revision)

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<sup>1</sup> While the Office of the Public Counsel did not join as a signatory, it did indicate it would not object to this *Stipulation*.

- Variance regarding interval versus meter register data:
  - 20 CSR 4240-13.020(9) (variance)
- Variances and revisions regarding customer meter readings:
  - 20 CSR 4240-13.020(2)(A)(3) (variance)
  - 20 CSR 4240-13.020(3) (variance)
  - 20 CSR 4240-13.040(3) (variance)
  - Tariff Sheet No. 130 (revision)
- Estimation routines:<sup>2</sup>
  - Tariff Sheet No. 131.1 (revision)

2. On October 23, 2019, OPC, AARP, and CCM submitted pleadings expressing concerns with the variances regarding disconnection and reconnection, and all three parties requested a hearing. Specifically, all three parties expressed concerns with the discontinuation of door knocks before disconnection. Subsequently, the parties began discussions to determine whether the scope of the proceeding could be narrowed to the expressed concerns and related issues so that matters determined to be uncontested could move forward, minimizing the risk of delay of the AMI roll-out. The Signatories also discussed a time frame during which the remaining issues could be addressed in a full procedural schedule. This *Partial Stipulation* reflects the results of those efforts. Ultimately, the parties agreed that they could recommend to the Commission that certain portions of the *Application for Variances* be approved as submitted, certain portions be approved as modified herein, and the remaining portions be deferred for discussion or hearing at a later date. The Signatories recommend the Commission approve this *Partial Stipulation* and

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<sup>2</sup> Ameren Missouri contended in its *Application for Variances* that no variance is required from 20 CSR 4240-13.020(C) regarding estimation procedures, but provided justification for a variance should the Commission find one was necessary. The Signatories to this *Partial Stipulation* agree that no variance is necessary.

establish a procedural conference to determine a schedule for the resolution of the remaining issues.

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

### **SPECIFIC TERMS AND CONDITIONS**

4. Variances and Waivers that may be approved as filed. As a result of settlement discussions, the Signatories have agreed to recommend that the Commission approve the following portions of the *Application for Variances* without modification and as they are reflected in the October 8, 2019, filing. Specifically, the Signatories agree that the variances and tariff revisions listed in Attachment 1, and incorporated herein, are appropriate for the implementation of AMI.

5. Application for Variances sections that may be approved as modified. As a result of settlement discussions, the Signatories have agreed to recommend that the Commission approve the variance referenced in Attachment 2, as modified herein. Specifically, the Signatories agree that the Company's requested variance described in Attachment 2 to this *Partial Stipulation* may be approved, under the following terms, so that beginning and ending meter register readings do not have to be included on Time of Use ("TOU") customers' bills:

The Company agrees to collect both interval and register reads to store in its databases so that any manual review of a TOU bill by Ameren Missouri's customer service personnel can be informed by a register read. The Company further agrees to perform an analysis comparing accumulated residential interval data and register read data to assess the consistency of the two reading types. A preliminary analysis and discussion will take place within six months plus 45 days from the time the first AMI becomes operational, and a final analysis will be provided to Staff and OPC within 45 days of the one year anniversary of the first operational AMI meter, and will be used as the basis of good faith discussions at that time regarding any prospective changes or enhancements that are necessary or appropriate for the Company to undertake in order to optimize processes related to interval billing or manual review of bills that leverages all available meter data in a cost effective manner. The analysis will include, at a minimum, the following data and statistics related to the population of residential AMI meters with at least 2 months of data available to analyze:

- 1) total residential customers billed on AMI during the period;
- 2) total residential customers interval billed on AMI during the period;
- 3) number of residential estimated bills during the period;
- 4) number of residential estimated interval bills during the period;
- 5) average kWh difference between interval based usage and register based usage for all residential customers served through AMI for the period of study, and separately for all residential interval billed customers for the period of study;
- 6) average % difference between interval based usage and register based usage for all residential customers served through AMI for the period of study and separately for all residential interval billed customers for the period of study;
- 7) distributions of the differences, expressed both in kWh and in percentages, between interval based usage and register based usage for all residential customers served through AMI for the period of study and separately for all residential interval billed customers for the period of the study, with distribution bins of size of 0.5 kWh and 0.5% respectively.

Upon completion of the reporting above, the Company will meet with Staff and OPC to assess the data and work in good faith to determine any appropriate next steps including continued reporting and monitoring, or development of thresholds for additional intervention in the billing process to review certain estimated bills or reconcile those with significant differences between interval and register reads, with the goal of ensuring an appropriate standard for billing accuracy that also maintains operational efficiencies to keep costs reasonable for the benefit of all customers.

6. Application for Variances sections reserved for future determination. The Signatories will continue discussions to see if a resolution can be reached regarding the issues related to disconnection and reconnection, and fees associated therewith, as contained in Attachment 3 to this *Partial Stipulation*, as well as any additional variances or waivers that may be necessitated by virtue of those matters contained in said Attachment 3.

7. Compliance Tariffs. The Signatories agree that the Company will submit for Commission approval compliance tariffs consistent with this *Partial Stipulation* after the issuance of a Commission order approving this *Partial Stipulation*.

8. Procedural Conference. The Signatories request that the Commission schedule a Procedural Conference to occur no later than July 1, 2020. Should the parties not reach a resolution regarding the remaining disconnection and reconnection issues before that Procedural Conference,

they will use that conference to establish a procedural schedule for resolution of the remaining issues before the end of the calendar year 2020, if practicable.

### **GENERAL PROVISIONS**

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

10. This *Partial Stipulation* has resulted from extensive negotiations among the Signatories and the terms hereof are interdependent. In the event the Commission approves this *Partial Stipulation* with modifications or conditions to which a party objects, then this *Partial Stipulation* shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

11. If the Commission does not approve this *Partial Stipulation* unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this *Partial 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 536.090, 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 *Partial 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 *Partial 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.

12. If the Commission unconditionally accepts the specific terms of this *Partial 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 the reading of the transcript by the Commission pursuant to Section 536.080.2 (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 *Partial 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 *Partial Stipulation*.

13. The Staff and Ameren Missouri shall also have the right to provide, at any agenda meeting at which this *Partial Stipulation* is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that Staff and Ameren Missouri shall, to the extent reasonably practicable, provide the other Signatories with advance notice of when they shall respond to the Commission's request for such explanation once such explanation is requested from Staff or Ameren Missouri. Staff's and Ameren Missouri's oral explanation shall be subject to

public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to the Commission's rules on confidential information.

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

15. This *Partial 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 *Partial Stipulation's* approval. Acceptance of this *Partial 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 *Partial 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.

16. The Signatories agree that this *Partial 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 this *Partial Settlement*, including the scheduling of a Procedural Conference to promote the timely resolution of the remaining issues, as set forth herein.

/s/ Paula N. Johnson

**Paula N. Johnson, #68963**  
Senior Corporate Counsel  
Ameren Missouri  
1901 Chouteau  
P.O. Box 66149, MC 1310  
St. Louis, MO 63166-6149  
(314) 554-3533 (phone)  
(314) 554-4014 (fax)  
[AmerenMOService@ameren.com](mailto:AmerenMOService@ameren.com)

**Eric Kendall Banks, #28655**  
Banks Law LLC  
308 N. 21<sup>st</sup> Street, Suite 401  
St. Louis, MO 63103  
(314) 583-7075 (phone)  
(314-365-2789 (facsimile)  
[ericbanks@bankslawllc.com](mailto:ericbanks@bankslawllc.com)

**Attorneys for Union Electric Company  
d/b/a Ameren Missouri**

/s/ Jeffrey A. Keevil

Jeffrey A. Keevil  
Missouri Bar No. 33825  
P. O. Box 360  
Jefferson City, MO 65102  
(573) 526-4887 (Telephone)  
(573) 751-9285 (Fax)  
Email: [jeff.keevil@psc.mo.gov](mailto:jeff.keevil@psc.mo.gov)

**Attorney for the Staff of the  
Missouri Public Service Commission**

/s/ John B. Coffman

John B. Coffman MBE #36591  
John B. Coffman, LLC  
871 Tuxedo Blvd.  
St. Louis, MO 63119-2044  
Ph: (573) 424-6779  
E-mail: [john@johncoffman.net](mailto:john@johncoffman.net)

**Attorney for AARP and the  
Consumers Council of Missouri**

## ATTACHMENT 1

### Variations and Revisions Regarding Customer Meter Readings<sup>1</sup>

Variance Requested <sup>i, ii</sup>	Rationale <sup>iii</sup>	Justification <sup>iv</sup>
<p><b>Customer Meter Readings</b></p>	<p><b>20 CSR 4240-13.020(2)(A)3</b> - ...If the utility is unable to obtain an actual correct meter reading ..., where necessary, it shall undertake reasonable alternatives to obtain a customer reading of the meter, for example mailing or leaving post-paid, preaddressed postcards upon which the customer may note the reading unless the customer requests otherwise...</p>	<p>As described in the <i>Report</i> submitted with the original <i>Application</i> in this proceeding, allowing customer meter readings will be confusing or impossible for customers, and given the communications capabilities of AMI, should be unnecessary.</p> <p>As described in the <i>Report</i> submitted with the original <i>Application</i> in this proceeding,, given the 2-way communication capabilities of AMI, no customer will be disadvantaged by not being able to directly read a meter and provide that reading for billing. Rather, the customer will have 24-hour access to his or her usage data in a granularity not previously available.</p>
	<p><b>20 CSR 4240-13.020(3)</b> - If a utility is unable to obtain an actual meter reading for three (3) consecutive billing periods, the utility shall advise the customer by first class mail or personal delivery that ... the customer may read and report their electric, gas, sewer, or water usage to the utility on a regular basis. A utility shall explain to the customer the procedure by which this reading and reporting may be initiated....</p>	
	<p><b>20 CSR 4240-13.040(3)</b> - A utility shall prepare, in written form, information in plain language, which summarizes the rights and responsibilities of the utility and its customers in accordance with this chapter.... The written information shall indicate conspicuously that it is being provided in accordance with the rules of the commission, and shall contain information concerning, but not limited to - ... (G) Explanation of meter reading procedures which would enable a customer to read his/her own meter...</p>	
	<p><b>REVISION: Sheet No. 130, General Rules and Regulations, V. Billing Practices, D. Customer Readings</b> - The</p>	

<sup>1</sup> See *Application for Variations* at pages 12 - 13, Table 4.

## ATTACHMENT 1

Variance Requested <sup>i, ii</sup>	Rationale <sup>iii</sup>	Justification <sup>iv</sup>
<p>Company will provide all customers the opportunity to read and report monthly energy usage so long as the reports are regular and accurate. The Company will provide pre-addressed, post-paid postcards for this purpose upon request....</p>		

i - 20 CSR 4240-2.060(4)(A) – The regulation from which the Company requests a waiver and/or variance.

ii - 20 CSR 4240-2.060(4)(C) – Ameren Missouri is the only public utility affected by this variance request.

iii - 20 CSR 4240-2.060(4)(B) – The reason the waiver and/or variance is requested.

iv - 20 CSR 4240-2.060(4)(B) – The justification for the waiver/and or variance, e.g., why no one will be harmed, and may even benefit, from the proposed waiver.

## ATTACHMENT 1

### Variations and/or Revisions Regarding Estimation Routine<sup>2</sup>

Variance Requested (if needed) <sup>i, ii</sup>	Rationale <sup>iii</sup>	Justification <sup>iv</sup>
<p><b>Estimation Routines</b></p>	<p>As described in the <i>Report</i> submitted with the original <i>Application</i> in this proceeding,, the proposed tariff will create an estimation routine appropriate for use with AMI meters.</p>	<p>As described in the <i>Report</i> submitted with the original <i>Application</i> in this proceeding,, Ameren Missouri's existing estimation routine does not provide for the nuances of an AMI metering system, or a system with both AMR and AMI metering types. The Company's proposed tariff revision allows for the increasing estimation accuracy provided by AMI meters.</p>
<p><b>20 CSR 4240-13.020(C)</b> – When a utility renders a bill based on estimated usage, it shall comply with the following:</p> <p>1. A utility that has an estimating procedure in its filed and commission-approved tariffs shall follow that estimating procedure;</p>	<p><b>REVISION: Sheet No. 131.1, General Rules and Regulations, V. Billing Practices, E. Estimated Billing, 3. General Estimating Procedures</b> – In estimating readings, Company will generally use the identical use during the corresponding month of the prior year. If the customer did not use service at this location at that time, the estimated use is the identical use during the preceding month of the current year. Exceptions to the general rule will be basically refinements for initial bills, final bills, bills of electric space heating customers during the first year of service, etc.</p> <p>Bills rendered for electric service in months in which meters are not read will be subject to all rules and regulations to bills based on actual meter readings.</p> <p>Where bills are rendered for periods of use in excess of or less than the period provided for under paragraph A, Monthly Billing Periods, all components of the rate will be prorated.</p>	

i - 20 CSR 4240-2.060(4)(A) – The regulation from which the Company requests a waiver and/or variance.

ii – 20 CSR 4240-2.060(4)(C) – Ameren Missouri is the only public utility affected by this variance request.

iii - 20 CSR 4240-2.060(4)(B) – The reason the waiver and/or variance is requested.

iv - 20 CSR 4240-2.060(4)(B) – The justification for the waiver/and or variance, e.g., why no one will be harmed, and may even benefit, from the proposed waiver.

<sup>2</sup> See *Application for Variances* at pages 14 – 15, Table 5.

## ATTACHMENT 2

### Variance Regarding Interval Versus Meter Register Data<sup>1</sup>

Variance Requested <sup>i, ii</sup>		Rationale <sup>iii</sup>	Justification <sup>iv</sup>
<b>Beginning and Ending Meter Readings</b>	<b>20 CSR 4240-13.020(9)</b> – Every bill for residential utility service shall clearly state – (A) The beginning and ending meter readings of the billing period and the dates of those readings...	As described in the <i>Stipulation</i> , granting a variance from these requirements so that the Company can execute interval billing will create process efficiencies and cost savings, as well as easier implementation of TOU rates.	As described in Paragraph 5 <i>Stipulation</i> , the Parties agree that an alternate method of tracking and analyzing interval data versus meter register data will assist in providing insights into relevant usage data.

i - 20 CSR 4240-2.060(4)(A) – The regulation from which the Company requests a waiver and/or variance.

ii – 20 CSR 4240-2.060(4)(C) – Ameren Missouri is the only public utility affected by this variance request.

iii - 20 CSR 4240-2.060(4)(B) – The reason the waiver and/or variance is requested.

iv - 20 CSR 4240-2.060(4)(B) – The justification for the waiver/and or variance, e.g., why no one will be harmed, and may even benefit, from the proposed waiver.

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<sup>1</sup> See *Application for Variances* at page 11, Table 3.

## ATTACHMENT 3

### Reserved for Litigation

#### Variations and Revisions Regarding Disconnections and Reconnections<sup>1</sup>

<b>Rule Variance Variance or Tariff Revision Requested<sup>i, ii</sup></b>	
<b>Door Hangers/Contact</b>	<p><b>VARIANCE: 20 CSR 4240-13.050(9):</b> Immediately preceding the discontinuance of service, the employee of the utility designated to perform this function, except where the safety of the employee is endangered, shall make a reasonable effort to contact and identify him/herself to the customer or a responsible person then upon the premises and shall announce the purpose of his/her presence. When service is discontinued, the employee shall leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued and the address and telephone number of the utility where the customer may arrange to have service restored.</p>
	<p><b>REVISION: Tariff Sheet No. 143, General Rules and Regulations, VII. Disconnection and Reconnection of Service – Residential Customer Contact and Notice of Disconnection - ...</b> Immediately preceding the disconnection of service, the Company employee or agent designated to perform such function will, except in individual situations where the safety of the employee or agent may be a consideration, make a reasonable effort to contact and identify himself to the customer or responsible person at the premises to announce his purpose.</p>
	<p><b>REVISION: Tariff Sheet No. 144, General Rules and Regulations, VII. Disconnection and Reconnection of Service – Residential Customer Contact and Notice of Disconnection -</b> When service is disconnected, the Company employee or agent will leave a notice at the premises in a manner conspicuous to the customer that service has been disconnected and the Company address and telephone number where the customer may arrange to have service restored.</p>
<b>Reduction of Reconnection Fee for AMI Customers</b>	<p><b>REVISION: Tariff Sheet No. 145, General Rules and Regulations, VII. Disconnection and Reconnection of Service – Reconnection of Service - ...</b>In the event any such disconnected customer, or anyone acting for him, thereafter desires to receive service from Company by reconnection at the same location or at any other location, the payment to Company of the aforesaid liabilities and the payment to Company of each of the following items, as applicable, or the making of arrangements satisfactory to Company therefore, shall be conditions precedent to such reconnection or connection: 1. The charge for reconnection of service indicated on Sheet No. 63, Miscellaneous Charges, for each connection point....</p> <p>(I.e., Lowering reconnection fee for AMI customers)</p>

<sup>1</sup> See *Application for Variances*, pages 7 – 8, Table 2.



**STATE OF MISSOURI**

**OFFICE OF THE PUBLIC SERVICE COMMISSION**

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission,  
at Jefferson City, Missouri, this 28<sup>th</sup> day of May 2020.



  
Morris L. Woodruff  
Secretary

**MISSOURI PUBLIC SERVICE COMMISSION**

**May 28, 2020**

**File/Case No. EE-2019-0382**

**Missouri Public Service Commission**

Staff Counsel Department  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, MO 65102  
staffcounsel@psc.mo.gov

**Office of the Public Counsel**

Marc Poston  
200 Madison Street, Suite 650  
P.O. Box 2230  
Jefferson City, MO 65102  
opcservice@opc.mo.gov

**AARP**

John B Coffman  
871 Tuxedo Blvd.  
St. Louis, MO 63119-2044  
john@johncoffman.net

**Consumers Council of Missouri**

John B Coffman  
871 Tuxedo Blvd.  
St. Louis, MO 63119-2044  
john@johncoffman.net

**Missouri Public Service Commission**

Jeff Keevil  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, MO 65102  
jeff.keevil@psc.mo.gov

**Union Electric Company**

Eric K Banks  
308 N. 21st Street, Ste. 401  
St. Louis, MO 63103  
ericbanks@banksllc.com

**Union Electric Company**

Paula Johnson  
1901 Chouteau Avenue  
St Louis, MO 63103  
AmerenMOService@ameren.com

**Union Electric Company**

Wendy Tatro  
1901 Chouteau Ave  
St. Louis, MO 63103-6149  
AmerenMOService@ameren.com

**Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).**

**Sincerely,**



**Morris L. Woodruff  
Secretary**

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Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.