

**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.)	

UNANIMOUS 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 *Unanimous Stipulation and Agreement* ("Stipulation") for approval by the Missouri Public Service Commission ("Commission") so that the remaining issues in this matter can be resolved. In support of this *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 related to disconnections and reconnections, interval meter register data, customer meter reads, and estimation routines. On May 15, 2020, Ameren Missouri, Staff, AARP, and CCM entered into a *Partial Stipulation and Agreement* ("*Partial Stipulation*")¹ which narrowed the issues in the case to those related to disconnections and reconnections, and fees associated therewith, as well as any

¹ While OPC did not join as a signatory, it did indicate that it did not object to the *Partial Stipulation*.

additional variances or waivers that might be necessary. The Commission approved the *Partial Stipulation* on May 28, 2020.

2. On June 12, 2020, Ameren Missouri submitted a *Supplemental Application for Variances*, which included a request for variances of additional regulations related to disconnections and reconnections. Given the *Partial Settlement* and the *Supplemental Application for Variances*, the following regulations and tariffs remain at issue in this matter:

Table 1 - Rules and Tariffs Remaining at Issue²

Rule or Tariff from which Variance or Revision Requested	
Door Hangers/Contact During Non-Cold Weather Rule Periods	VARIANCE: 20 CSR 4240-13.050(9): 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.
	REVISION: Tariff Sheet No. 143, General Rules and Regulations, VII. Disconnection and Reconnection of Service – Residential Customer Contact and Notice of Disconnection - ... 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.
	REVISION: Tariff Sheet No. 144, General Rules and Regulations, VII. Disconnection and Reconnection of Service – Residential Customer Contact and Notice of Disconnection - 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.
Door Hangers/Contact During Cold	VARIANCE: 20 CSR 4240-13.055(3)(C): Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, the utility shall –

² See also *Original Application*, pages 7 – 8, Table 2, and *Partial Settlement Agreement*, Attachment 3.

Rule or Tariff from which Variance or Revision Requested	
Weather Rule Periods	(C) Attempt to contact the customer at the time of the discontinuance of service in the manner specified by [20 CSR 4240-13.050(9)... [I.e., on-premises contact]
	VARIANCE: 20 CSR 4240-13.055(3)(D): Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, the utility shall – (D) Make a personal contact on the premises with a registered elderly or handicapped customer or some member of the family above the age of fifteen (15) years, at the time of the discontinuance... [I.e., on-premises contact]
Reduction of Reconnection Fee for AMI Customers	REVISION: Tariff Sheet No. 145, General Rules and Regulations, VII. Disconnection and Reconnection of Service – Reconnection of Service - ... 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.... [I.e., Lowering reconnection fee for AMI customers]

If "VARIANCE" appears before the quoted rule, the Company is seeking a variance from that rule. If "REVISION" appears before the quoted tariff, the Company is seeking to revise the language.

3. On June 15, 2020, the Commission convened a prehearing conference with the parties. The parties indicated that they intended to pursue settlement of the remaining issues in the proceeding, and the Commission directed the filing of a status report or alternative pleading no later than July 15, 2020. On July 15, 2020, Staff submitted a status report indicating that the parties were still in discussions, and asked for additional time until July 31 to provide additional information to the Commission.

4. After continued discussions, the Signatories have reached an agreement regarding the remaining waivers and tariff revisions requested in this case, reflected in Table 1. In light of the foregoing, the Signatories to this *Stipulation* agree to the following terms and conditions.

SPECIFIC TERMS AND CONDITIONS

5. Enhanced Disconnection Notice Content. Ameren Missouri will include the following information in its residential disconnection notices so that qualifying customers can explore available options for assistance:

- Ameren Missouri options, including:
 - Medical Equipment Registry ("MER")
 - Medical hardship payment deferrals
 - Registry for provision of notice regarding customer account to third-parties
 - Information regarding payment options such as online payments, pay-by-phone options, payments through Ameren Missouri's mobile device apps, payments at approved kiosks, etc.
- Information regarding how to contact energy assistance agencies

6. Enhanced Disconnection Notice Communications Schedule. Except for MER customers, Ameren Missouri will provide notices of disconnection utilizing the timing and communications means as follows:

Table 2 - Disconnection Notice Timing (non-MER Customers)

Days Before Disconnection	Communication
10 days before	Written notice provided via US Mail
2-9 days before	Text and/or Email Alert Outbound Automated Call Attempt #1 Outbound Automated Call Attempt #2
24 hours before	Outbound Automated Call Attempt #3

For MER customers, Ameren Missouri will provide notices of disconnection utilizing the timing and communications means as follows:

Table 3 - Disconnection Notice Timing (MER Customers)³

Days Before Disconnection	Communication⁴
15 days before	Written notice provided via US Mail
7 days before	Written notice sent via certified US mail
2-7 days before	Text and/or Email Alert Outbound Automated Call Attempt #1 Outbound Automated Call Attempt #2
24 hours before	Outbound Automated Call Attempt #3

These schedules will apply in both Cold Weather Rule ("CWR") and non-CWR time periods. This schedule includes up to three automated phone calls,⁵ as well as additional communications using the customer's preferred communications method,⁶ between 9 days and 24 hours before the scheduled disconnection so that the customer has sufficient time to take corrective actions. All disconnection notices accomplished by automated phone call will have a dial option allowing the customer to connect to immediate payment options. The third automated call will take place within twenty-four (24) hours of the discontinuance of service. If a customer has indicated they want a third-party notified when their account is subject to potential disconnection, that third-party will also receive the same written notices and automated phone calls as the customer.

³ An MER customers with a past due balance greater than \$300 or 3 months without a payment is provided a letter regarding service limiter process before any service limiter is installed. It is only when the service limiter process is exhausted that disconnection activities begin.

⁴ If a customer has indicated they want a third party notified when their account is subject to potential disconnection, that third-party will also receive the same written notices and automated phone calls as the customer.

⁵ If the customer is reached during the first or second phone call and makes a payment or payment arrangements thereafter, the subsequent disconnection phone calls will not be necessary.

⁶ Ameren Missouri currently allows customers to indicate their preference for communications, which can include phone calls, text messages, and/or emails.

7. Timing of Disconnections. Ameren Missouri will only disconnect AMI customers between 8 am and 4 pm, Monday through Friday, and will not disconnect AMI customers on bank holidays regardless of the day or time. Ameren Missouri will reconnect AMI customers seven days a week.

8. Outreach to Elderly and Disabled Customers. Ameren Missouri agrees to take the following actions with regard to its outreach to elderly and disabled customers:

- Work with the Family Support Division of the Low Income Home Energy Assistance Program ("LIHEAP") and the Missouri Department of Health and Senior Services to coordinate outreach to "elderly" and "disabled" customers in order to promote programs and options such as:
 - Third-party notification
 - Keeping Current and Keeping Cool
 - Medical Equipment Registry ("MER")
 - LIHEAP
- Maintain the list of customers designated as "elderly" and "disabled" customers from one year to the next on the utility's third-party notification list of vulnerable customers, even if such customers do not apply or receive LIHEAP grants each year
- Reach out to local public health authorities, area agencies on aging, or other relevant entities to provide information regarding available programs and options
- Include an annual notice of options to all customers via bill inserts
- Maintain a dedicated budget and program for promotion of these options

- Make a third-party notification registration form available online
 - Reach out annually to customers with third-party contact information on file to confirm accuracy of contact information

9. MER Enhancements. Ameren Missouri's current MER practices exceed those required by applicable laws, including the provision of a certified mailing prior to disconnection and the installation of service limiters. While Ameren Missouri currently implements these enhanced practices on a voluntary basis, it agrees to maintain these practices as a minimum, and not to adopt lesser measures than those contained in Appendix A to this *Stipulation* without Commission approval. Ameren Missouri may adopt policies with stronger consumer protections without approval. Ameren Missouri will also use an MER form that includes the medical equipment listed in Appendix B as presumptively qualifying a customer for the MER. The MER form will also include space for a doctor, physician's assistant, hospice nurse, or nurse practitioner to list other additional medical equipment along with a justification for why, in the opinion of the such professional, this equipment qualifies as critically necessary to sustain the life of the patient (whether the patient is a customer or someone residing in the customer's household). Ameren Missouri initially will make this form available online for doctors, physician's assistants, hospice nurses, and nurse practitioners to print for completion.

10. Dedicated Web Page: Ameren Missouri will create and launch, as soon as practical, a web page containing information specifically aimed at vulnerable (i.e., elderly and disabled) customers. This web page will have its own URL and will be a resource where these customers can find information including, but not limited to, the MER form, third-party notification registration form, energy assistance program information, and energy saving tips. Ameren

Missouri commits to exploring the goal of allowing the MER form to be filled out online, and to report back to the Signatories its progress in three months from the date this stipulation is approved.

11. Reconnection Fees. Ameren Missouri agrees to establish a reconnection fee for AMI customers of \$5. The existing \$30 fee will remain in effect for customers who do not use AMI or where an AMI meter is installed but not fully utilized because the customer has chosen to opt-out. The Signatories agree that the fee for both AMI and non-AMI customers can be studied in more detail in a subsequent rate case.

12. Opt-Out Fees. Ameren Missouri agrees to reduce the one-time set-up charge for AMI opt-out customers to \$100. Ameren Missouri will also reduce the monthly non-standard meter charge for AMI customers to \$40 per month. The Signatories agree that the fee for both AMI and non-AMI customers can be studied in more detail in a subsequent rate case.

13. Disconnection Notices and Call Scripts. Ameren Missouri will share call scripts and disconnection notices with the Signatories when they are available and will take feedback on that information under advisement.

14. Keeping Cool. Ameren Missouri will work with the Keeping Current Collaborative to examine whether it should extend its Keeping Cool program to include shoulder months (i.e., expand from June through August to May through September). The recommendations of the Keeping Current Collaborative may be used to inform the next general rate case, but shall not be deemed as any party's approval of changes to the Keeping Cool program.

15. Reporting. Ameren Missouri will provide to Staff and OPC the following reports on a quarterly basis:

- Disconnection Notifications by month, customers with and without AMI:
 - The number of customers that received disconnection notices per 20 CSR 4240-20.13.050(5);

- The number of customers that received disconnection notices at least 24 hours preceding discontinuance per 20 CSR 4240-13.050(8);
- The number of customers disconnected after receiving final disconnection notification;
- The number of customers that received disconnection notices during the CWR period per 20 CSR 4240-13-055(3).
- Disconnection Data, by month, summarized in graphical text and graphical form summary along with excel spreadsheets:⁷
 - The number of customers, by customer class;
 - The number of customers, by customer class with AMI;
 - The number of customers, by customer class, disconnected during the period voluntarily with and w/out AMI and involuntarily with and w/out AMI;
 - The number of customers, by customer class, reconnected during the period voluntarily with and w/out AMI and involuntarily with and w/out AMI;
 - The number of customers, by customer class, receiving disconnection notices at each stage and response rate at each stage with and w/out AMI;
 - The number of customers, by customer class, taking service under deferred payment arrangements and type of payment arrangement;
 - Ameren will provide a % of involuntary residential customers disconnected by zip code

16. Waiver of Regulations. Given the alternative customer protections provided by the provisions above, the Signatories recommend the Commission approve the following waivers requested by Ameren Missouri in its *Application for Variances* and *Supplemental Application for Variances*:

⁷ This reporting may be discontinued if standardized disconnection reporting is adopted by the Commission.

Table 4 – Variances

Rule or Tariff from which Variance or Revision Requested	
Door Hangers/Contact During Non-Cold Weather Rule Periods	20 CSR 4240-13.050(9): 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. [I.e., on-premises contact/door hanger]
Door Hangers/Contact During Cold Weather Rule Periods	20 CSR 4240-13.055(3)(C): Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, the utility shall – (C) Attempt to contact the customer at the time of the discontinuance of service in the manner specified by [20 CSR 4240-13.050(9)... [I.e., on-premises contact/door hanger]
	20 CSR 4240-13.055(3)(D): Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, the utility shall – (D) Make a personal contact on the premises with a registered elderly or handicapped customer or some member of the family above the age of fifteen (15) years, at the time of the discontinuance... [I.e., on-premises contact]

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

GENERAL PROVISIONS

18. 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.

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

20. 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 536.090, 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* 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.

21. 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 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 *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*.

22. The Staff and Ameren Missouri shall also have the right to provide, at any agenda meeting at which this *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.

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

24. 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.

25. The Signatories agree that this *Stipulation*, except as specifically noted herein, resolves all issues related to these topics, and that this *Stipulation* 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 *Stipulation*, and grant any other and further relief as it deems just and reasonable.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on the Staff of the Commission and the Office of the Public Counsel on this via electronic mail (e-mail) on this 22nd day of July, 2020.

/s/ Paula N. Johnson _____