

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

In the Matter of Union Electric Company d/b/a)
Ameren Missouri's 3rd Filing to Implement) File No. EO-2018-0211
Regulatory Changes in Furtherance of Energy)
Efficiency as Allowed by MEEIA.)

**STIPULATION AND AGREEMENT REGARDING
FUNDING FOR RESIDENTIAL HEATING AND COOLING PROGRAMS**

COME NOW Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or the "Company"), Staff of the Missouri Public Service Commission ("Staff"), and the Office of the Public Counsel ("OPC"), (collectively referred to as "Signatories"), and submit this *Stipulation and Agreement Regarding Funding for Heating and Cooling Programs* ("*Heating and Cooling Stipulation*") for approval by the Missouri Public Service Commission ("Commission"). All parties to this proceeding have either signed this *Heating and Cooling Stipulation* or have indicated they will not oppose this *Heating and Cooling Stipulation*.¹

In support of this *Heating and Cooling Stipulation*, the Signatories respectfully state as follows:

BACKGROUND

1. On June 4, 2018, Ameren Missouri filed its *Application to Approve DSIM and Demand-Side Management Portfolio and Plan, Request for Variances, and Motion to Adopt Procedural Schedule* ("*Application*"), together with a report, including associated appendices, entitled *Ameren Missouri's 2019-24 Energy Efficiency Plan* (the "*Report*") in this case under the Missouri Energy Efficiency Investment Act ("MEEIA") and the Commission's MEEIA rules for

¹Consumers Council of Missouri, Renew Missouri Advocates d/b/a Renew Missouri, National Housing Trust, Midwest Energy Consumers Group, Missouri Division of Energy, Natural Resources Defense Council, Tower Grove Neighborhood Community Development Corporation, Evergy Metro, Inc. d/b/a Evergy Missouri Metro, Evergy Missouri West, Inc. d/b/a Evergy Missouri West, and Spire Missouri, Inc. have indicated that while they are not Signatories to the *Heating and Cooling Stipulation*, they do not oppose its approval.

approval of its proposed MEEIA Cycle 3 plan. On October 25, 2018, as a result of extensive settlement negotiations, Ameren Missouri entered into an agreement with several parties in this proceeding for approval of a three-year plan ("MEEIA 2019-21"). The resulting settlement ("*MEEIA 2019-21 Stipulation*") was approved by the Commission in an order dated December 5, 2018.

2. On July 10, 2020, several parties to this proceeding submitted a *Unanimous Stipulation and Agreement Regarding the Implementation of Certain MEEIA Programs through Plan Year 2022* ("*PY 2022 Stipulation*"), which extended the existing MEEIA 2019-21, with modifications, through plan year ("PY") 2022, with the addition of a new Pay as You Save ® ("*PAYS®*") program starting in PY 2021 through PY 2022. The Commission approved the *PY 2022 Stipulation* on August 5, 2020.

3. The *MEEIA 2019-21 Stipulation* contained a provision limiting the variance for the amount actually spent by the Company not to exceed 5% of any Commission-approved budget for the length of the 2019-2021 Plan. With this budget variance in place, Ameren Missouri's projections showed that one of its residential programs – the Heating and Cooling Program – would still exhaust its 2021 funding during the coming summer or fall months. Rather than discontinue this program before the end of 2021, the Signatories determined it would be more beneficial to increase the program's budget beyond the 5% variance. In light of the foregoing, the Signatories to this *Heating and Cooling Stipulation* agree to the following terms and conditions.

SPECIFIC TERMS AND CONDITIONS

4. Budget. The Signatories agree that an additional \$5 million can be added to the 5% contingency for the Residential Heating and Cooling Program budget, which provides incentives for heating and cooling products such as HVAC units. Ameren Missouri need not spend the entire

additional \$5 million, and is not prohibited from seeking an additional increase should it discover the \$5 million is insufficient to continue the program through the remainder of 2021.

GENERAL PROVISIONS

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

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

7. If the Commission does not approve this *Heating and Cooling Stipulation* unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this *Heating and Cooling 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 RSMo 2016 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 *Heating and Cooling Stipulation* had not been presented for approval, any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this *Heating and Cooling 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.

8. If the Commission unconditionally accepts the specific terms of this *Heating and Cooling 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 2016; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2016; (3) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2016; and (4) their respective rights to judicial review pursuant to Section 386.510, RSMo 2019 Supp. These waivers apply only to a Commission order respecting this *Heating and Cooling 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 *Heating and Cooling Stipulation*.

9. This *Heating and Cooling Stipulation* contains the entire agreement of the Signatories concerning the issues addressed herein.

10. This *Heating and Cooling 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 *Heating and Cooling Stipulation's* approval. Acceptance of this *Heating and Cooling 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 *Heating and Cooling 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.

11. The Signatories agree that this *Heating and Cooling 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 Ameren Missouri's *Application for MEEIA Extension* as amended herein.

(Signature blocks on following page)

Respectfully submitted,

/s/ Paula N. Johnson

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on all parties of record via electronic mail (e-mail) on this 4th day of June, 2021.

/s/ Paula N. Johnson

Paula N. Johnson