STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

At a session of the Public Service Commission held by telephone and internet audio conference on the 24th day of June, 2020.

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

ORDER APPROVING STIPULATION AND AGREEMENT

Issue Date: June 24, 2020 Effective Date: July 24, 2020

On June 10, 2020, Union Electric Company d/b/a Ameren Missouri (Ameren Missouri), Staff of the Missouri Public Service Commission (Staff), the Office of the Public Counsel (OPC), Missouri Division of Energy (DE), Consumers Council of Missouri, Renew Missouri Advocates d/b/a Renew Missouri, Natural Resources Defense Council (NRDC), National Housing Trust, and Tower Grove Neighborhood Community Development Corporation (collectively referred to as "Signatories") filed a Stipulation and Agreement Amending Savings Calculations for Income Eligible Programs.

This case began on June 4, 2018, when Ameren Missouri filed its *Application to Approve DSIM and Demand-Side Management Portfolio and Plan, Request for Variances, and Motion to Adopt Procedural Schedule*, together with a report, including associated appendices, entitled, *Ameren Missouri's 2019-24 Energy Efficiency Plan.* The filing was made under the Missouri Energy Efficiency Investment Act (MEEIA) and the Commission's MEEIA rules, and requested approval of Ameren Missouri's proposed MEEIA Cycle 3 plan. A settlement agreement with regard to the application was approved by the Commission on December 5, 2018. That agreement included a *Revised Ameren Missouri's 2019-21 Energy Efficiency Plan* (referred to as "the Report"). The Report outlines many aspects of Ameren Missouri's energy efficiency portfolio, including how energy savings are calculated for use in performance metrics. Of specific relevance for the agreement at issue are the savings calculation provisions applicable to the Residential Multi-Family Low Income (MFLI) Program and the Residential Single-family Low Income (SFLI) Program.

The Signatories related that because of the COVID-19 pandemic, many aspects of the MFLI and SFLI programs have been difficult, if not impossible, to accomplish because of measures taken for public safety such as social distancing. The Signatories have agreed to a safer strategy for accomplishing the intent of the programs by targeting residential units that are unoccupied during tenant turnover or building renovations. However, to accomplish this safer strategy minor modifications or clarifications are needed to the performance measurement for situations not contemplated in the Report. Accordingly, the Signatories agreed that certain modifications as set out in the agreement and the ordered paragraphs below should be made to the Report for the purposes of calculating savings for affected program years.[1]

At this time, the Signatories believe only program year 2020 will be affected by the COVID-19 pandemic. However, the Signatories are not proposing an expiration date on the requested revisions. The Signatories explained that should COVID-19 impact

[1] The agreement sets out the language to be added to two paragraphs of the report by underlining it. For context, to show where the language should be added, the agreement contains the entirety of the paragraphs being amended. The paragraphs each contain an obvious typographical error of "12%" instead of "125%." Counsel for Ameren Missouri in an e-mail shared with counsel for all parties, confirmed that the only amendments are the addition of the underlined language.

program years beyond 2020, the revisions will already be in place and further agreements will not be necessary. Additionally, if COVID-19 does not affect program year 2021, these provisions will not require large-scale implementation and will not significantly or inappropriately impact the savings calculations for future program years.

The Signatories reported that, although not signatories to the agreement, none of the other parties to the case were opposed to the agreement. Commission Rule 20 CSR 4240-2.115(2) provides that parties that are not signatories to a nonunanimous stipulation and agreement have seven days in which to object to that agreement. If no party files a timely objection to a nonunanimous stipulation and agreement, the Commission may treat it as a unanimous stipulation and agreement. The time for objections has passed and none were filed. Therefore, the Commission treats this agreement as though it were unanimous.

After reviewing the unopposed stipulation and agreement, the Commission finds that it is a reasonable revision to the Report and should be approved.

THE COMMISSION ORDERS THAT:

1. The Stipulation and Agreement Amending Savings Calculations for Income Eligible Programs filed on June 10, 2020, is approved. The Signatories are ordered to comply with the terms of the stipulation and agreement. A copy of the stipulation and agreement is attached to this order.

2. The specific changes are:

   a. The MFLI savings calculation paragraph at page 53 of the Report is modified to add the underlined text as follows:

      The Average Percent Energy Savings Per Property will be calculated as the total Multifamily Low-Income Program's evaluated energy savings plan for the program year divided by the total billed energy consumption for all of the properties served during that program year. The total billed energy consumption for all of the properties will be the billed consumption for each property covering 12 months prior to the month the property participated in the program, as reported in the Company's billing system. Savings for multifamily properties that are vacant or were repurposed to a multifamily property will be determined using either the Technical Analysis Study or the Whole Building Area Method described in the Business New Construction Incentive Program tariff, Sheet No. 225. A property is defined as a multi-unit dwelling sharing the same address. For each program year, the EM&V report will report the Multifamily Low-Income Program's evaluated energy savings and the 12-month total billed energy consumption for use as inputs into the Earnings Opportunity Calculator. This performance metric has an annual cap of 125% performance compared to the annual target.

b. The SFLI savings calculation paragraph at page 54 of the Report is modified to add the underlined text as follows:

The Average Percent Energy Savings Per Property will be calculated as the total Single Family Low-Income Program's evaluated energy savings (less the Low-Income Efficiency Housing Grants) for the program year divided by the total billed energy consumption for all of the properties served during that program year. The total billed energy consumption for all of the properties will be billed consumption for all of the properties will be the billed consumption for each property covering 12 months prior to the month the property participated in the program as reported in the Company's billing system. Properties that are vacant for 30 days or more prior to participation in the program will use the most recent 12 month period preceding the date of the last occupied consumption usage data billed. A property is defined as the single dwelling at an address. For each program year, the EM&V report will report the Single Family Low-Income Program's evaluated energy savings (less the Low-Income Efficiency Housing Grants) and the 12-month total billed energy consumption for use as inputs into the Earnings Opportunity Calculator. This performance metric has an annual cap of 125% performance compared to the annual target.

3. This order shall be effective on July 24, 2020.

BY THE COMMISSION

Morris L Woodruff

Morris L. Woodruff
Secretary

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

Dippell, Senior 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 3rd Filing to Implement	)	File No. EO-2018-0211
Regulatory Changes in Furtherance of Energy	)	
Efficiency as Allowed by MEEIA.	)	

STIPULATION AND AGREEMENT
AMENDING SAVINGS CALCULATIONS FOR INCOME ELIGIBLE PROGRAMS

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"), Missouri Division of Energy ("DE"), Consumers Council of Missouri, Renew Missouri Advocates d/b/a Renew Missouri, Natural Resources Defense Council ("NRDC"), National Housing Trust, and Tower Grove Neighborhood Community Development Corporation, (collectively referred to as "Signatories"), and submit this *Stipulation and Agreement Amending Savings Calculations for Income Eligible Programs* ("*Stipulation"*) for approval by the Missouri Public Service Commission ("Commission"). All parties to this proceeding have either signed this *Stipulation* or have indicated they will not oppose this *Stipulation*.[1]

In support of this *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

[1] Midwest Energy Consumers Group, Kansas City Power and Light Company, KCP&L Greater Missouri Operations Company, and Spire Missouri, Inc. have indicated that while they are not Signatories to *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. The resulting settlement, which was approved by the Commission in an order dated December 5, 2018, included a *Revised Ameren Missouri's 2019-21 Energy Efficiency Plan* (*"Report*").

2. The *Report* outlines many aspects of Ameren Missouri's energy efficiency portfolio, including how energy savings are calculated for use in performance metrics. Of specific relevance for this *Stipulation* are the savings calculation provisions applicable to the Residential Multi-Family Low Income ("MFLI") Program and the Residential Single-family Low Income ("SFLI") Program. Those provisions read as follows:

> MFLI (*Report*, p. 53)
>
> The Average Percent Energy Savings Per Property will be calculated as the total Multifamily Low-Income Program's evaluated energy savings plan for the program year divided by the total billed energy consumption for all of the properties served during that program year. The total billed energy consumption for all of the properties will be the billed consumption for each property covering 12 months prior to the month the property participated in the program, as reported in the Company's billing system. A property is defined as a multi-unit dwelling sharing the same address. For each program year, the EM&V report will report the Multifamily Low-Income Program's evaluated energy savings and the 12-month total billed energy consumption for use as inputs into the Earnings Opportunity Calculator. This performance metric has an annual cap of 125% performance compared to the annual target.
>
> SFLI (*Report*, p. 54:
>
> The Average Percent Energy Savings Per Property will be calculated as the total Single Family Low-Income Program's evaluated energy savings (less the Low-Income Efficiency Housing Grants) for the program year divided by the total billed energy consumption for all of the properties served during that program year. The total billed energy consumption for all of the properties will be billed consumption for all of the properties will be the billed consumption for each property covering 12 months prior to the month the property participated in the program as reported in the Company's billing system. A property is defined as the single dwelling at an address. For each program year, the EM&V report will report the Single Family Low-Income Program's evaluated energy savings (less the Low-Income Efficiency Housing Grants) and the 12-month total billed energy consumption for use as inputs

> into the Earnings Opportunity Calculator. This performance metric has an annual cap of 125% performance compared to the annual target.

3. In light of the COVID-19 pandemic, many aspects of the MFLI and SFLI programs have been difficult, if not impossible, to accomplish because of measures taken for public safety such as social distancing. Targeting units that are unoccupied during tenant turnover or building being renovated is a safer alternative to accomplish the intent of the program. But to accomplish this safer strategy we need minor modifications/clarifications to the performance measurement for situations not contemplated in the *Report*. Accordingly, the Signatories agree that certain modifications can be made to the *Report* for the purposes of calculating savings for impacted program year(s). In light of the foregoing, the Signatories to this *Stipulation* agree to the following terms and conditions.

SPECIFIC TERMS AND CONDITIONS

4. <u>Revisions to MFLI Savings Calculations.</u> The Signatories agree that the MFLI savings calculation paragraph found at page 53 of the *Report* can be modified to account for the program year(s) impacted by COVID-19:

> The Average Percent Energy Savings Per Property will be calculated as the total Multifamily Low-Income Program's evaluated energy savings plan for the program year divided by the total billed energy consumption for all of the properties served during that program year. The total billed energy consumption for all of the properties will be the billed consumption for each property covering 12 months prior to the month the property participated in the program, as reported in the Company's billing system. <u>Savings for multifamily properties that are vacant or were repurposed to a multifamily property will be determined using either the Technical Analysis Study or the Whole Building Area Method described in the Business New Construction Incentive Program tariff, Sheet No. 225.</u> A property is defined as a multi-unit dwelling sharing the same address. For each program year, the EM&V report will report the Multifamily Low-Income Program's evaluated energy savings and the 12-month total billed energy consumption for use as inputs into the Earnings Opportunity Calculator. This performance metric has an annual cap of 12% performance compared to the annual target.

5. Revisions to SFLI Savings Calculations. The Signatories agree that the SFLI savings calculation paragraph found at page 54 of the *Report* can be modified to account for the program year(s) impacted by COVID-19:

> The Average Percent Energy Savings Per Property will be calculated as the total Single Family Low-Income Program's evaluated energy savings (less the Low-Income Efficiency Housing Grants) for the program year divided by the total billed energy consumption for all of the properties served during that program year. The total billed energy consumption for all of the properties will be billed consumption for all of the properties will be the billed consumption for each property covering 12 months prior to the month the property participated in the program as reported in the Company's billing system. Properties that are vacant for 30 days or more prior to participation in the program will use the most recent 12 month period preceding the date of the last occupied consumption usage data billed. A property is defined as the single dwelling at an address. For each program year, the EM&V report will report the Single Family Low-Income Program's evaluated energy savings (less the Low-Income Efficiency Housing Grants) and the 12-month total billed energy consumption for use as inputs into the Earnings Opportunity Calculator. This performance metric has an annual cap of 12% performance compared to the annual target.

6. Duration of COVID-19. At this time, the Signatories believe only program year 2020 will be impacted by COVID-19. However, the Signatories are not proposing the requested revisions expire. First, should COVID-19 impact program years beyond 2020, these revisions will already be in place and further agreements will not be necessary. Second, if COVID-19 does not impact program year 2021, these provisions will not require large-scale implementation and will not significantly or inappropriately impact the savings calculations for future program years.

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 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 *Stipulation* had not been presented for approval, 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 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 2016. 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 these revisions to the savings calculations provisions of the *Report.*

Respectfully submitted,

*/s/ **Paula N. Johnson***

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For CONSUMERS COUNCIL OF MISSOURI

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 10th day of June, 2020.

/s/ ***Paula N. Johnson***

Paula N. Johnson

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 24th day of June 2020.

Morris L Woodruff

Morris L. Woodruff
Secretary

MOPSC Digitally signed by MOPSC Date: 2020.06.24 11:43:20 -05'00'

MISSOURI PUBLIC SERVICE COMMISSION

June 24, 2020

File/Case No. EO-2018-0211

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

Sincerely,

Morris L. Woodruff
Secretary

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