

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

In the Matter of Union Electric Company    )  
d/b/a Ameren Missouri's Tariffs to Increase )    File No. ER-2012-0166  
Its Annual Revenues for Electric Service.    )

**NONUNANIMOUS STIPULATION AND AGREEMENT REGARDING  
CERTAIN REVENUE REQUIREMENT ISSUES**

As a result of discussions among Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri”) and the Missouri Public Service Commission Staff (“Staff”) (collectively “the signatories”), an agreement has been reached on certain revenue requirement issues as set forth below.

1.     The signatories agree that plant balances shall reflect Staff’s position on the Sioux Construction Accounting issue. The signatories also agree to include in plant balances the capital investments from the training awards from Case Nos. ER-2010-0036 and ER-2008-0318. The signatories agree that they will not propose different treatment for these two issues in any future case.

2.     The signatories agree that Ameren Missouri will return \$1.9 million of Entergy costs to customers through the Fuel Adjustment Clause (“FAC”), with interest at the Company’s short term interest rate. Interest will be applied to the time period covering when rates are effective in this case until the refund is actually returned to customers through the FAC. No other amount will be refunded to customers and no signatory will seek a refund in any future proceeding. This increases the Staff revenue requirement by \$10.2 million.

3.     The signatories agree to increase Staff’s revenue requirement by \$525,250 in order to resolve the issues of advertising, dues and donations and miscellaneous expenses.

4. The Company accepts the recommendations in the surrebuttal testimony of Staff witness Hojong Kang and agrees to complete and provide to Staff, not later than January 31, 2013, its evaluation of all issues the Company identified in its July 31, 2012 Report to Staff and either file an LED street lighting tariff or a status report as to when the Company anticipates filing such a tariff no later than March 31, 2013.

5. The Company agrees to file a new electric rate schedule that combines its two tariff schedules as one tariff schedule by January 31, 2013.

### **GENERAL PROVISIONS**

6. This Stipulation is being entered into for the purpose of disposing of the issues that are specifically addressed herein. In presenting this Stipulation, none of the signatories shall be deemed to have approved, accepted, agreed, consented or acquiesced to any ratemaking principle or procedural principle, including, without limitation, any method of cost or revenue determination or cost allocation or revenue-related methodology, and none of the signatories shall be prejudiced or bound in any manner by the terms of this Stipulation (whether it is approved or not) in this or any other proceeding, other than a proceeding limited to enforce the terms of this Stipulation, except as otherwise expressly specified herein.

7. This Stipulation has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not approve this Stipulation, or approves it with modifications or conditions to which a party objects, then this Stipulation shall be void and no signatory shall be bound by any of its provisions. Moreover, if the Commission does not implement the terms and conditions agreed upon in this Stipulation, then this Stipulation shall also become void and no signatory shall be bound by any of its provisions.

8. If the Commission does not unconditionally approve this Stipulation 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 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.

9. If the Commission unconditionally accepts the specific terms of this Stipulation without modification, the signatories waive, with respect 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.

10. This Stipulation contains the entire agreement of the signatories concerning the issues addressed herein.

11. This Stipulation does not constitute a contract with the Commission. 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. 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.

**NON-SIGNATORY PARTIES**

12. The Office of the Public Counsel, The Missouri Department of Natural Resources, Barnes-Jewish Hospital, the Missouri Retailers Association, the Sierra Club, Earth Island Institute d/b/a Renew Missouri, the Natural Resources Defense Council, the International Brotherhood of Electrical Workers Locals 2, 309, 649, 702, 1439, 1455 and the International Union of Operating Engineers Local 148, AFL-CIO have indicated that while they will not sign this Stipulation, they will not oppose it.

**WHEREFORE**, the signatories respectfully request the Commission to issue an Order in this case approving this Nonunanimous Stipulation and Agreement.

Respectfully submitted,

/s/ Wendy K. Tatro

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Attorney for the Staff of the Missouri Public  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing document was served on all parties of record via electronic mail (e-mail) on this 28<sup>th</sup> day of September, 2012.

*/s/ Wendy Tatro* \_\_\_\_\_  
Wendy K. Tatro