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

|  |  |  |
| --- | --- | --- |
| In the Matter of Noranda Aluminum, Inc.’s Request for Revision to Union Electric Company d/b/a Ameren Missouri’s Large Transmission Service, Tariff To Decrease its Rate for Electric Service | )))  )  ) | Case No. EC-2014-0224 |

**MISSOURI INDUSTRIAL ENERGY CONSUMERS’   
APPLICATION FOR REHEARING**

COMES NOW the Missouri Industrial Energy Consumers (“MIEC”) and pursuant to §386.500.1 RSMo. and 4 CSR 240-2.160, respectfully applies for rehearing of the Commission’s August 20, 2014 Report and Order in this case. In support of its Application, the MIEC states as follows:

# The MIEC requests that the Commission consider and adopt the Nonunanimous Stipulation and Agreement filed on August 1, 2014 (“Stipulation”) by the MIEC, the Missouri Retailers Association, the Office of Public Counsel, the Consumers Council of Missouri and the Complainants (the “Consumer Parties”).

# The MIEC represents the St. Louis area’s largest employers, including Anheuser-Busch, Boeing, General Motors and Monsanto, and its member companies are economic engines of Missouri. The MIEC members are highly sophisticated consumers of electricity, and have actively and consistently engaged in almost all Commission matters impacting Ameren Missouri’s rates for nearly 40 years.

# The MIEC’s support of the Stipulation demonstrates that the large majority of Ameren’s industrial customers participating in this case find that the Stipulation is in their economic interest, and would result in lower rates to the benefit of Ameren Missouri’s customers and Missouri’s economy as a whole.

# The Stipulation is supported by the record in this case and is in the best interest of Ameren Missouri’s ratepayers. The Consumer Parties include representatives of the full spectrum of Ameren Missouri’s customers, from small residential and low-income customers to large industrial customers. As the Commission has previously recognized, comprehensive resolution of the issues by parties with diverse interests is an important consideration in concluding that an agreement is in the public interest.[[1]](#footnote-1) The Stipulation reflects the collective judgment of the MIEC and other the Consumer Parties that their joint position, reflected in the Stipulation, is a just and reasonable resolution of the issues in this case. No customer party to this case has objected to the Stipulation.

# The Commission favors settlement of issues as an efficient means of resolving disputes[[2]](#footnote-2). The Stipulation is supported by a full and complete record in this case. The Commission should approve the Stipulation as representing a reasonable compromise of the complex issues among representatives of all customer classes, whose clients will be directly impacted by the Commission’s order in this case and who will ultimately experience the economic effects of higher rates if the Commission does not approve the Stipulation.

# WHEREFORE, for all the reasons stated above, the Commission should consider and adopt the recommendations set forth in the Stipulation as the position of the Consumer Parties in this case.

BRYAN CAVE LLP

/s/ Diana Vuylsteke

Diana Vuylsteke #42419

BRYAN CAVE LLP

211 North Broadway

Suite 3600

St. Louis, Missouri 63102

(314) 259-2543

Facsimile: (314) 259-2020

E-mail: dmvuylsteke@bryancave.com

Attorney for the MIEC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was sent by electronic mail this 18th day of September, 2014, to the parties on the Commission’s service list in this case.

/s/ Diana Vuylsteke

1. *Staff of the Missouri Public Service Commission v. Union Electric Company d/b/a AmerenUE*, Case No. EC-2002-1, Report and Order at Pages 2-3 (July 25, 2002). [↑](#footnote-ref-1)
2. *See In the Matter of the Joint Application of GTE Midwest*, 2002 Mo. PSC Lexis 268 (“the Commission has removed the deadline for a stipulation and agreement as the Commission encourages settlement and would entertain a stipulation by the parties at any time”); *Lowe v. Norfolk W.R. Co.,* 752 S.W.2d 891; 894-895 (Mo. 1986) (the policy of the law is to encourage settlements); *Bogus v. Birenbaum*, 375 S.W.2d 156, 159, 375 S.W.2d 156, 159 (Mo. 1964) (it is the established policy of the law to encourage settlements). [↑](#footnote-ref-2)