

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

Earth Island Institute d/b/a	)	
Renew Missouri, et al.	)	
	)	
Complainants,	)	
	)	
v.	)	<b>File No. EC-2013-0381</b>
	)	
Union Electric Company d/b/a	)	
Ameren Missouri,	)	
	)	
Respondent.	)	

**NON-UNANIMOUS STIPULATION AND AGREEMENT**

**COME NOW**, Earth Island Institute d/b/a Renew Missouri (“Renew Missouri”), Missouri Coalition for the Environment (“MCE”), Missouri Solar Energy Industry Association (“MOSEIA”), Missouri Solar Applications, LLC, The Alternative Energy Company, LLC, StraightUp Solar, Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri”), the Staff of the Missouri Public Service Commission (“Staff”), and Missouri Industrial Energy Consumers (“MIEC”) (collectively “Signatories”) and for their Non-Unanimous<sup>1</sup> Stipulation and Agreement (“Agreement”), respectfully state as follows:

**I. BACKGROUND OF PROCEEDING**

1. On January 30, 2013, Renew Missouri, MCE, MOSEIA, Missouri Solar Applications, LLC, The Alternative Energy Company, LLC, StraightUp Solar, and Wind on the Wires (collectively “Complainants”) filed a complaint against Ameren Missouri alleging a

---

<sup>1</sup> Rule 4 CSR 240-2.115(C) states: “If no party timely objects to a non-unanimous stipulation and agreement, the commission may treat the non-unanimous stipulation and agreement as a unanimous stipulation and agreement.” The Office of Public Counsel, non-signatories to this Agreement, have agreed that they will not oppose the Agreement or request a hearing in this matter. In addition, Co-Complainants Wind on the Wires do not join in this Agreement but will not oppose the Agreement or request a hearing. Thus, the Commission may treat this Agreement as unanimous.

violation of Missouri Public Service Commission ("Commission") rule 4 CSR 240-20.100(7)(B)1.F that requires a detailed description of Ameren Missouri's calculation of the retail rate impact in accordance with Section (5) of the Commission's rule.

2. On April 9, 2013, the Commission consolidated the above-captioned case into Case No. EC-2013-0379, et al.

3. Following the establishment of a procedural schedule, the filing of testimony and multiple dispositive motions, on October 7, 2013, the Commission denied Complainants' Motion for Summary Determination against Ameren Missouri and unconsolidated the case from EC-2013-0379, et al.

## **II. AGREEMENT AMONG THE SIGNATORIES**

4. Following the Commission's October 7, 2013 Order, the Signatories discussed the issues involved in the above-captioned case. As a result of these discussions, the Signatories agree that, if the Commission approves this Agreement without modification, then:

a. Complainants will dismiss their complaint case (EC-2013-0381) filed against Ameren Missouri pertaining to the disclosure of the one percent (1%) retail rate impact calculation in Ameren Missouri's 2012 RES Compliance Plan filing.

b. Ameren Missouri will perform the retail rate impact limit calculation, as provided in 4 CSR 240-20.100(5), in all future annual RES compliance plans. In addition, Ameren Missouri will include a detailed explanation of such calculation in its annual RES compliance plans, as provided in 4 CSR 240-20.100(7)(B)1.F.

c. Ameren Missouri will not seek an exemption under 4 CSR 240.20.100(5)(B), nor will it seek a variance or waiver from the requirements to calculate and disclose its RES retail rate impact limit; and

d. If the Commission modifies 4 CSR 24 0-20.100(5), Ameren Missouri will calculate the retail rate impact limit consistent with the new language.

### **III. GENERAL PROVISIONS OF AGREEMENT**

5. This Agreement is being entered into solely for the purpose of settling the issues in this case explicitly set forth above. Except as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Agreement in this or any other proceeding, regardless of whether this Agreement is approved.

6. This Agreement is a negotiated settlement. Except as specified herein, the Signatories to this Agreement shall not be prejudiced, bound by, or in any way affected by the terms of this Agreement: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Agreement, or in any way condition its approval of same.

7. This Agreement has resulted from negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Agreement unconditionally and without modification, then this Agreement shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

8. If approved and adopted by the Commission, this Agreement shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Agreement and the operation of this Agreement according to its terms.

9. If the Commission does not approve this Agreement without condition or modification, and notwithstanding the provision herein that it shall become void, (a) neither this Agreement 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 RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, and (b) the Signatories shall retain all procedural and due process rights as fully as though this Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Agreement 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 purpose whatsoever.

10. If the Commission accepts the specific terms of this Agreement without condition or modification, only as to the issues in this case explicitly sets forth above, the Signatories each waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §536.500, and their respective rights to judicial review pursuant to §386.510. This waiver applies only to a Commission order approving this Agreement without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Agreement.

**WHEREFORE**, for the foregoing reasons, the Signatories respectfully request that the Commission issue an Order approving the terms and conditions of this Non-Unanimous Stipulation and Agreement.

Respectfully submitted,

EARTH ISLAND INSTITUTE d/b/a  
RENEW MISSOURI, et. al.

/s/  
\_\_\_\_\_  
Andrew J. Linhares, # 63973  
910 E Broadway, Ste. 205  
Columbia, MO 65203  
Andrew@renewmo.org  
(314) 471-9973 (phone)  
(314) 558-8450 (facsimile)  
ATTORNEY FOR COMPLAINANTS

UNION ELECTRIC COMPANY d/b/a  
AMEREN MISSOURI

/s/  
\_\_\_\_\_  
Wendy K. Tatro, # 60261  
1901 Chouteau Avenue, MC 1310  
P.O. Box 66149  
St. Louis, MO 63166-6149  
amerenmoservice@ameren.com  
(314) 554-3484 (phone)  
(314) 554-4014 (facsimile)

THE STAFF OF THE MISSOURI  
PUBLIC SERVICE COMMISSION

/s/  
\_\_\_\_\_  
Jennifer Hernandez, # 59814  
P. O. Box 360  
Jefferson City, MO 65102  
jennifer.hernandez@psc.mo.gov  
(573) 751-8706 (phone)  
(573) 751-9285 (facsimile)

MISSOURI INDUSTRIAL ENERGY  
CONSUMERS

/s/  
\_\_\_\_\_  
Edward f. Downey, # 28866  
221 Bolivar Street, Suite 101  
Jefferson City, MO 65101  
efdowney@bryancave.com  
(573) 556-6622 (phone)

### **CERTIFICATE OF SERVICE**

I hereby certify that copies of the foregoing have been submitted via the Public Service Commission's Electronic Filing and Information System ("EFIS") and transmitted by electronic mail to all counsel of record this 10<sup>th</sup> day of October, 2013.

/s/ Andrew J. Linhares  
\_\_\_\_\_  
Andrew J. Linhares