

**BEFORE THE PUBLIC SERVICE COMMISSION 1  
OF THE STATE OF MISSOURI**

In the Matter of Union Electric Company     )  
d/b/a Ameren Missouri's Tariffs to Increase     )     File No. ER-2014-0258  
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"), the Missouri Public Service Commission Staff ("Staff"), the Office of the Public Counsel ("OPC"), the Missouri Industrial Energy Consumers ("MIEC"), the Midwest Energy Consumers Group ("MECG") and Consumers Council of Missouri ("CCM") (collectively "the signatories"), an agreement has been reached on certain revenue requirement issues as set forth below.

1.     The signatories agree to increase Staff's revenue requirement by \$11 million in order to resolve the following issues: all payroll and incentive compensation issues, dues and donations (including Edison Electric Institute dues), advertising, board of directors' compensation, uncollectibles, franchise tax, Washington, D.C. office expenses, lobbying expenses, Ameren Services Company expense allocations, coal inventory, coal-in-transit, coal refinement revenues and expenses and insurance expense.

2.     Ameren Missouri agrees to seek Commission approval for its Cost Allocation Manual ("CAM") as part of its next general rate case. Unless otherwise ordered by the Commission, Ameren Missouri agrees to provide monthly data on an annual basis with its CAM filing, as well as with any future rate case filing to include test year and any data for additional months subsequent to its last CAM filing, in an electronic Excel spreadsheet (with formulas intact, where applicable). Such spreadsheet shall be provided in a sortable format containing the

following information regarding AMS costs directly charged or allocated to individual Ameren entities, by month:

- a. FERC account number (for individual O&M, capital and other accounts)
- b. Resource Type (including labor and non-labor)
- c. Budget Function Category (e.g., General Counsel, Controller, Treasurer)
- d. Service Request Number
- e. Description of item
- f. Date of item (month/year)
- g. Allocation factor field
- h. All direct charges, and allocated charges (i.e., direct allocated, indirect functional and indirect corporate).

3. The parties agree that rate case expense for the current rate case will be handled in accordance with Staff Witness Sarah Sharpe's position, as reflected in her direct testimony.

Ameren Missouri agrees it will not include any of the costs of defending File No. EC-2014-0224 in the revenue requirement in this case.

4. The Staff's proposed adjustment to plant-in-service of \$408,048 to reflect the disallowance of the cost of damaged collector plates associated with the Labadie Energy Center Electro-Static Precipitator ("ESP") project shall be accepted. This amount shall be permanently removed from plant in service and will not be an issue in any future rate case.

5. Ameren Missouri agrees to provide written notification and an explanation of all reimbursements received from the U.S. Department of Energy for spent nuclear fuel storage expense by email to Staff's Chief Counsel and OPC within 30 days of its receipt of each such reimbursement.

6. Ameren Missouri shall be granted accounting authority to defer carrying costs (at its short-term interest rate) and amortization accruals related to the cost of the Callaway relicensing request balance at the effective date of the Report and Order in this case. This accounting authority will be effective until rates are implemented in Ameren Missouri's next rate case. Ameren Missouri will recover the deferred costs beginning with the first rate case after the license extension is issued consistent with the authority granted in this case. The costs will be amortized over the life of the license extension. The deferred amounts will be included in rate base in a regulatory asset account in the first rate case after the license extension is issued.

7. Ameren Missouri shall be authorized to continue the following trackers with the base amounts specified:

- a. Pension Tracker: \$32,514,276 base
- b. OPEB Tracker: \$2,001,552 base
- c. RES Tracker: \$10,786,405 base
- d. Fin. 48 Tracker

Whether the vegetation management tracker and infrastructure inspection tracker should continue, and what the base amounts of each tracker should be, are not resolved by this stipulation and agreement. Whether the major storm cost tracker should be continued is not resolved by this stipulation and agreement, but if the major storm cost tracker is continued, the signatories agree that the base amount of the tracker should be \$4.6 million.

### **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. Pre-filed on the issues resolved herein will be admitted to the record.

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. United for Missouri, Inc., the Sierra Club, the Natural Resources Defense Council, Earth Island Institute d/b/a Renew Missouri, the Missouri Retailers Association, the Missouri Department of Economic Development – Division of Energy, Wal-Mart Stores East, LP and Sam’s East, Inc., International Brotherhood of Electrical Workers Local Union 1439 AFL-CIO,

the United Steelworkers Union, the City of O'Fallon, and the City of Ballwin have each 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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**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 23<sup>rd</sup> day of February, 2015.

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