

**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 Its Annual Revenues for) File No. GR-2019-0077
Natural Gas Service.)

**NONUNANIMOUS STIPULATION AND AGREEMENT
AS TO MSBA ISSUES**

COME NOW Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or the “Company”), the Staff of the Missouri Public Service Commission (“Staff”), and the Missouri School Board Association ("MSBA") (collectively, "the Signatories") and submit this Nonunanimous Stipulation and Agreement as to MSBA Issues, and respectfully state as follows:

BACKGROUND

1. On December 3, 2018, Ameren Missouri filed with the Missouri Public Service Commission revised tariff sheets to implement a general rate increase.
2. Missouri Department of Economic Development – Division of Energy, Renew Missouri Advocates d/b/a Renew Missouri, the Missouri Industrial Energy Consumers, the National Housing Trust, the Missouri School Boards’ Association, and Spire Missouri Inc. applied for, and were granted, intervention.
3. After several discussions, the Signatories have reached a Stipulation and Agreement ("Agreement") resolving all MSBA issues in this case among the Signatories.

AGREEMENTS AMONG THE SIGNATORIES

4. Effective with new rates in this case, the Signatories will participate in a pilot program that will run through the effective date of rates in Ameren Missouri's next natural gas rate case. The pilot program includes the following terms:

a. MSBA (or their Aggregator/Pool Operator) remains responsible for its own nominations.

b. After each winter season (November through March) during the pilot program, the Signatories shall meet and work to develop forecasting improvements to the nomination process.

c. Ameren Missouri's school aggregation tariff for the pilot program will reflect the following imbalance treatments:

1. Imbalances between 0 and 5%, positive or negative will be treated the same and require no change to the current tariff (language currently found on Sheet 15);

2. Imbalances over 5% negative requires a tariff change for the pilot program (language currently found on Sheet 15). The cash-out charge will be 110% of the daily midpoint indexed commodity price as quoted in Platt's Gas Daily for the respective pipeline.

3. Imbalances over 5% positive do not require a tariff change (language currently found on Sheet 15). The cash-out price will be 90% of the daily midpoint indexed commodity price as quoted in Platt's Gas Daily for the respective pipeline.

d. A tariff has not yet been developed for this pilot program, but Ameren Missouri will draft and circulate a tariff reflecting the above provisions within seven days of the filing of this Agreement. That tariff will be filed as a compliance tariff for this case upon approval of this Agreement.

e. The Signatories recognize that extreme circumstances (e.g., major pipeline force majeure events, curtailments, or extreme weather events) could render the

information gained by this pilot program insufficient upon which to recommend a permanent solution in the Company's next natural gas rate case. If that occurs, the pilot program may be extended beyond the effective date of rates in Ameren Missouri's next natural gas rate case by agreement of each of the Signatories.

5. The Signatories will determine what information is to be tracked by Ameren Missouri during the pilot period so that all parties have the data for use in the Company's next natural gas rate case.

a. Within 30 days of the effective date of new rates, Ameren Missouri will submit to Staff a plan of information it intends to track that will include, though is not limited to,

1. A summary of relevant information that Ameren Missouri currently tracks, the method by which it is recorded, the existing purposes for tracking the information, and any reports or analyses that are routinely produced using the information,

2. A summary of any information that Ameren Missouri does not already track but proposes to track as part of the pilot program, the method by which it will be recorded, the purposes for tracking the information, any reports or analyses that may be generated from this information or modified to incorporate it,

3. A list of the departments or organizational units that will have responsibility for collecting, recording, and analyzing the information, and the managers with oversight of those department or units.

b. No later than April 30, 2020, Ameren Missouri will submit to Staff and MSBA a report that summarizes the information tracked through March 31, 2020, which shall include an estimate of the cost of providing the program (including the impact on

Ameren Missouri and on other customers) based on information for the first winter (November 2019 through March 2020).

c. The plan and report shall be filed in EFIS in Case No. GR-2019-0077.

6. MSBA, through its signature on this document, states it does not object to the First Amended Nonunanimous Stipulation and Agreement that was filed on July 22, 2019.

7. 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.

GENERAL PROVISIONS OF AGREEMENT

8. This Agreement is being entered into solely for the purpose of settling the issues in this case explicitly set forth above between the Signatories. Unless otherwise explicitly provided herein, none of the Signatories to this Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost of service methodology or determination, depreciation principle or method, method of cost determination or cost allocation or revenue-related methodology. 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.

9. This Agreement has resulted from extensive 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.

10. 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.

11. 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.

12. If the Commission accepts the specific terms of this Agreement without condition or modification, only as to the issues in these cases explicitly set 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 §386.500, 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, the Signatories request the Missouri Public Service Commission issue an order approving the terms and conditions of this Nonunanimous Stipulation and Agreement.

Respectfully submitted,

/s/ Wendy Tatro

Wendy Tatro, Mo. Bar #60261
Director and Assist General Counsel
Jermaine Grubbs, Mo. Bar #68970
Corporate Counsel
Ameren Missouri
1901 Chouteau Avenue, MC 1310
T (314) 554-3484
F (314) 554-4014
wtatro@ameren.com
*Attorneys for Union Electric Company
d/b/a Ameren Missouri*

/s/ Robert S. Berlin

Robert S. Berlin, Mo. Bar #51709
Deputy Staff Counsel
Missouri Public Service Commission
P.O. Box 360
St. Louis, MO 63103
Jefferson City, MO 65102
T (573) 526-7779
F (573) 751-9285
bob.berlin@psc.mo.gov
*Attorney for the Staff of the
Missouri Public Service Commission*

/s/ Richard S. Brownlee III

Richard S. Brownlee III, Mo. Bar #22422
RSBIII, LLC
121 Madison Street
Jefferson City, MO 65101
T (573) 616-1911
F (573) 616-1913
rbrownlee@rsblobby.com
Attorney for Missouri School Boards' Association

CERTIFICATE OF SERVICE

The undersigned certifies that true and correct copies of the foregoing have been e-mailed or mailed, via first-class United States Mail, postage pre-paid, to counsel of record this 23rd day of July, 2019.

/s/ Wendy Tatro

Wendy Tatro