

**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-2014-0258
Its Annual Revenues for Electric Service.)

**NONUNANIMOUS STIPULATION AND AGREEMENT REGARDING
SUPPLEMENTAL SERVICE ISSUES**

As a result of discussions among Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri”), the Missouri Department of Economic Development – Division of Energy (“DE”), Missouri Industrial Energy Consumers (“MIEC”), and the Missouri Public Service Commission Staff (“Staff”) (individually a “Signatory” and jointly “the Signatories”), an agreement (“Stipulation”) has been reached on certain rate design issues, as set forth below.

1. This Stipulation resolves entirely all issues relating to Supplementary Service. This Stipulation contains the entire agreement of the parties concerning the issues addressed herein. The signatories waive their respective rights to cross-examination and further waive any potential objection to the admission of the pre-filed testimonies of Alex Schroeder and Graeme Miller.

2. DE agrees to file an errata clarifying the surrebuttal testimony of Alex Schroeder. Specifically, on page 9, line 4 of Dr. Schroeder’s surrebuttal testimony, the words “Rider E violates...” will instead read “Rider E may violate....”

3. Ameren Missouri further agrees to file a Standby Tariff no later than December 31, 2015, unless the Signatories collectively agree that more time is necessary. Upon approval, this Standby Tariff will apply prospectively to all new customer generators. Ameren Missouri will hold at least two workshops with the Division of Energy, Staff, Missouri Industrial Energy Consumers, and other interested stakeholders during the development of this Standby Tariff.

The first workshop will occur no later than August 1, 2015. The rates included in this Standby Tariff will be consistent with Ameren Missouri's class cost of service analysis from File No. ER-2014-0258, adjusted for the approved revenue requirement plus any adjustments to the class cost of service methodology ordered by the Commission. This Standby Tariff will incorporate the following concepts:

a) The Standby Tariff will contain definitions for supplementary power, back-up power, and maintenance power, and rules for determining when, and in what amount, these services are actually used;

b) Unbundled rates for services (e.g. generation, transmission, and distribution);

c) The customer's generator availability - the Standby Tariff will take into account the fact that no generator system achieves 100% availability with the following criteria considered when developing the rate structure: i) the generator's historical availability and/or predicted availability, ii) any differences in cost impact of scheduled reductions in availability (maintenance) vs. unscheduled reductions in availability (i.e. forced outages, de-ratings, changes in load), and iii) the operational constraints of the generator system;

d) Maintenance scheduling - to the extent that unique pricing provisions are provided for scheduled (vs. unscheduled) reductions in availability, the mechanisms for setting scheduled reductions in generation will: i) allow more than one scheduled event per year, ii) provide flexibility in establishing or adjusting the time period(s) of the event(s) and iii) establish the maximum time period permitted (individually or cumulatively);

e) Seasonally differentiated charges;

f) Time differentiated charges (e.g. on-peak vs. off-peak);

g) Charges will be differentiated by voltage level (i.e. secondary, primary, high voltage primary).

GENERAL PROVISIONS

4. 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 will 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 will 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.

5. 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 will be void and no Signatory will 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 will also become void and no Signatory will be bound by any of its provisions.

6. If the Commission does not unconditionally approve this Stipulation without modification, and notwithstanding its provision that it will become void, neither this Stipulation, nor any matters associated with its consideration by the Commission, will 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 will 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 will become privileged as reflecting the substantive content of settlement discussions and will be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

7. 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.

8. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein.

9. This Stipulation does not constitute a contract with the Commission. Acceptance of this Stipulation by the Commission will 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.

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

Respectfully submitted,

/s/ Kevin A. Thompson

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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 5th day of March, 2015.

/s/ Wendy Tatro _____
Wendy K. Tatro