

**FILED<sup>3</sup>**

**MAY 9 1 2012**

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

**Missouri Public  
Service Commission**

At a session of the Public Service Commission held at its office in Jefferson City on the 24th day of March, 2010.

In the Matter of Union Electric Company, d/b/a  
AmerenUE's Tariffs to Increase Its Annual  
Revenues for Electric Service

) File No. ER-2010-0036  
) Tariff No. YE-2010-0054  
)

**ORDER APPROVING FIRST STIPULATION AND AGREEMENT**

Issue Date: March 24, 2010

Effective Date: March 24, 2010

On March 10, 2010, before the start of the hearing of this case, several parties filed a nonunanimous stipulation and agreement concerning multiple matters. The following parties signed the stipulation and agreement: Union Electric Company, d/b/a AmerenUE; the Staff of the Commission; the Missouri Industrial Energy Consumers; the Missouri Department of Natural Resources; Charter Communications, Inc.; AARP and Consumers Council of Missouri; and the Missouri Retailers Association. The stipulation and agreement reflects the agreement of the signatory parties regarding several issues that would otherwise have been the subject of testimony presented to the Commission at the evidentiary hearing.

The stipulation and agreement is nonunanimous in that it was not signed by all parties. However, Commission rule 4 CSR 240-2.115(2) provides that other parties have seven days in which to object to a nonunanimous stipulation and agreement. If no party files a timely objection to the stipulation and agreement, the Commission may treat it as a unanimous stipulation and agreement. More than seven days have now passed since the

Staff Exhibit No. 6  
Date 5-03-12 Reporter KT  
File No. EV-2012-0037

stipulation and agreement was filed and no party has objected. Therefore, the Commission will treat the stipulation and agreement as a unanimous stipulation and agreement.

After reviewing the stipulation and agreement and having questioned the parties at an on-the-record proceeding held on March 22, the Commission finds that the stipulation and agreement should be approved as a resolution of the issues addressed by that stipulation and agreement. In approving this stipulation and agreement, the Commission is accepting the agreement of the parties to resolve these particular issues in this particular case. The Commission is not endorsing any particular position regarding these issues and its approval of this stipulation and agreement should not be interpreted as such an endorsement in any future case.

**THE COMMISSION ORDERS THAT:**

1. The First Nonunanimous Stipulation and Agreement, filed on March 10, 2010, is approved as a resolution of the issues addressed in that stipulation and agreement. A copy of the stipulation and agreement is attached to this order.
2. The signatory parties are ordered to comply with the terms of the stipulation and agreement.
3. This order shall become effective on March 24, 2010.

**BY THE COMMISSION**



Steven C. Reed  
Secretary

(SEAL)

Clayton, Chm., Davis, Jarrett, Gunn,  
and Kenney, CC., concur.

Woodruff, Chief Regulatory Law Judge

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

In the Matter of Union Electric Company     )  
d/b/a AmerenUE's Tariffs To Increase its     )  
Revenues For Electric Service.             )

Case No. ER-2010-0036

**FIRST NONUNANIMOUS STIPULATION AND AGREEMENT**

As a result of discussions among the parties to this case—Staff of the Commission (“Staff”); the Office of Public Counsel (“Public Counsel”); Union Electric Company d/b/a AmerenUE (“AmerenUE”); the Missouri Department of Natural Resources (“MDNR”); the Missouri Energy Group<sup>1</sup> (“MEG”); the Missouri Industrial Energy Consumers<sup>2</sup> (“MIEC”); the Midwest Energy Users’ Association<sup>3</sup> (“MEUA”); the Missouri Retailers Association (“MRA”); Charter Communications, Inc. (“Charter”); the City of O’Fallon, the City of Rock Hill, the City of University City, the St. Louis County Municipal League (collectively, the “Municipal Group”); the Missouri Joint Municipal Electric Utility Commission (“MJMEUC”); IBEW Local Unions 2, 309, 649, 702, 1439, 1455, and International Union of Operating Engineers-Local No. 148 (collectively, the “Unions”), AARP and the Consumers’ Council of Missouri (collectively, the “Consumer Intervenors”); Missouri Association of Community Organizations for Reform Now (“MO-ACORN”); Kansas City Power & Light Company; Laclede Gas Company; and the Natural Resources Defense Council (“NRDC”)—the undersigned parties (collectively “the signatories”) hereby submit to the Missouri Public Service Commission (“Commission”) for its consideration and approval this First Nonunanimous Stipulation and Agreement (“Stipulation”), resolving certain issues in this case. The signatories agree:

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<sup>1</sup> The members of MEG are: Barnes-Jewish Hospital, Buzzi Unicem USA, Inc., and SSM HealthCare.

<sup>2</sup> The members of MIEC are: Anheuser-Busch Companies, Inc., BioKyowa, Inc., The Boeing Company, Doe Run, Enbridge, General Motors Corporation, GKN Aerospace, Hussmann Corporation, JW Aluminum, MEMC Electronic Materials, Monsanto, Pfizer, Precoat Metals, Procter & Gamble Company, Nestlé Purina PetCare, Noranda Aluminum, Inc., Saint Gobain, Solutia and U.S. Silica Company.

<sup>3</sup> The members of MEUA are: Wal-Mart Stores, Inc. and Best Buy Co.

### **FUEL ADJUSTMENT CLAUSE**

1. If in this case the Commission authorizes AmerenUE to continue to use a fuel adjustment clause, then the signatories agree that AmerenUE's fuel adjustment clause shall be modified in accordance with the illustrative tariff sheets attached as Schedule 1 which are designed to implement for service on and after the effective date of new general rates in this case, the following:

- a. SO<sub>2</sub> premiums, net of discounts, paid on coal contracts shall be a component of fuel expense in the fuel adjustment clause;
- b. AmerenUE's proposed change to the "TS" factor in the fuel adjustment clause and to the voltage level adjustments listed in the fuel adjustment clause tariff sheets AmerenUE filed as schedule LMB-E3 to the July 24, 2009 direct testimony of AmerenUE witness Lynn M. Barnes shall be adopted;
- c. The changes to the true-up procedure reflected in the July 24, 2009 direct testimony of AmerenUE witness Lynn M. Barnes and reflected in the fuel adjustment clause tariff sheets AmerenUE filed shall be adopted;
- d. The Staff recommendations in items 7 and 8 on pages 109-111 of the Staff Revenue Requirement Cost of Service Report filed December 18, 2009 shall be adopted; and
- e. An "N" factor, as generally described in the direct testimony of MIEC witness Henry Fayne, with a 40,000 MWh per month trigger shall be adopted.

The fuel adjustment clause tariff sheets in Schedule 1 do not specify a sharing percentage.

### **LTS RATE SCHEDULE "TAKE-OR-PAY" MODIFICATION**

- 2. A "take-or-pay" modification to the LTS rate schedule shall not be implemented.

### **FUEL COSTS**

3. If the Commission in this case authorizes AmerenUE to continue to use a fuel adjustment clause, the results of the Staff's Real Time<sup>®</sup> production cost modeling true-up run, adjusted to reflect the net base fuel costs, as established in this case, will be used to set the summer and winter allocations of NBFC in the fuel adjustment clause. It is understood and agreed that the inputs that will be used in the Staff's run will consist of those inputs used by the Staff in the run underlying its December 18, 2009 Revenue Requirement Cost of Service Report, adjusted to account for true-up items as part of the true-up in this case, and also adjusted to account for any disputed fuel model-related inputs according to the Commission's resolution (or the parties' later agreement) of any such disputed fuel model-related inputs.

### **ENVIRONMENTAL COST RECOVERY MECHANISM (ECRM)**

4. AmerenUE shall not be allowed to implement an Environmental Cost Recovery Mechanism (ECRM) in this case. Therefore, program costs and gains and losses on the sales of SO<sub>2</sub> and NO<sub>x</sub> allowances (if AmerenUE obtains NO<sub>x</sub> trading authority from the Commission), together with SO<sub>2</sub> premiums, net of discounts, paid on coal contracts, shall be treated as fuel expense or as an offset to fuel expense in AmerenUE's fuel adjustment clause. This treatment will be reviewed if and when an ECRM is proposed in a later rate case. If the Commission discontinues AmerenUE's fuel adjustment clause in this rate case, then SO<sub>2</sub> allowance program costs and gains and losses on sales of SO<sub>2</sub> allowances and, if NO<sub>x</sub> trading authority is gained, NO<sub>x</sub> allowance program costs and gains and losses on sales of NO<sub>x</sub> Allowances, together with SO<sub>2</sub> premiums, net of discounts, paid on coal contracts, shall be tracked in the same manner as they are currently tracked for SO<sub>2</sub> allowances and SO<sub>2</sub> premiums.

### **AFUDC ON SIOUX SCRUBBERS**

5. AmerenUE shall be allowed to continue to accrue Allowance for Funds Used During Construction ("AFUDC") on the wet flue gas desulfurization units ("scrubbers")

AmerenUE is presently installing on the No. 1 and No. 2 generating units at AmerenUE's Sioux generating station, with the rate of return on equity ("ROE") adopted by the Commission in this case to apply to the equity component of that AFUDC. AmerenUE shall also be allowed to defer the depreciation expense (but no other Sioux scrubber-related expense) of the Sioux scrubbers during the period commencing when the costs of the Sioux scrubbers are booked to plant-in-service and ending the earlier of: (a) the effective date of new rates in AmerenUE's next general rate proceeding or (b) January 1, 2012.

#### **BANK CREDIT FACILITY FEES**

6. The bank credit facility fees for the existing \$1.15 billion credit agreement described in the July 24, 2009 direct testimony of AmerenUE witness Lee R. Nickloy, appropriately allocated to AmerenUE, shall be booked to a regulatory asset, amortized over two years into AFUDC and capitalized.

#### **PENSION AND OPEB TRACKER**

7. AmerenUE shall recover its pension and other post-employment benefit (OPEB) costs in accordance with attached Schedule 2, which is a modification of AmerenUE's pension and OPEB tracker established in Case No. ER-2007-0002.

#### **PAYMENT PERIOD FOR NON-RESIDENTIAL CUSTOMERS**

8. AmerenUE's tariff applicable to non-residential customers shall be amended as part of the filing of compliance tariff sheets after the issuance of the Report and Order in this case to provide that the payment period for non-residential customers shall be 21 days after the date the bill is issued, as is currently provided for with respect to residential customers.

#### **UN-METERED CUSTOMERS--CABLE RATES**

9. As part of the filing of compliance tariffs after the issuance of the Report and Order in this case, Tariff Sheet 166 shall be amended as shown in attached Schedule 3, in resolution of Charter's issue respecting un-metered customers. In setting the rates approved in this case for

all customer classes, the billing units upon which those rates are set shall be adjusted to reflect the amendment to Tariff Sheet 166.

#### **DEMAND SIDE MANAGEMENT (DSM) REGULATORY ASSET**

10. Except to change the amortization period from 10 years to 6 years, AmerenUE's existing DSM regulatory asset shall continue, with the unamortized balance to be included in AmerenUE's rate base for the actual expenditures booked to the DSM regulatory asset through December 31, 2009, less the expenditures for the "Residential Lighting and Appliance Program" (which are agreed to have been \$3,673,624 through December 31, 2009). The amount of the unamortized balance in AmerenUE's DSM regulatory asset to be included in AmerenUE's rate base upon which rates will be set in this case is \$11,430,501. The signatories agree to continue to work collaboratively regarding AmerenUE's recovery of its DSM expenditures.

#### **PURE POWER PROGRAM**

11. With respect to the Pure Power Program, AmerenUE agrees:
- a. to include on AmerenUE's website and on other Pure Power materials developed in the future the following:

Participation in this program does not constitute the purchase of energy. Renewable energy credits which represent the environmental attributes associated with past renewable energy generation are retired on behalf of program participants. All renewable energy credits purchased under this program are Green-e certified by the independent Center for Resource Solutions.

- b. to review articles by third parties related to the Pure Power program and to the best of its ability not reference such articles in its marketing materials if the article contains errors in how the program functions or indicates that actual energy delivery occurs; further, if AmerenUE includes a link on its website to such a third party article related to the Pure Power Program AmerenUE will include the following statement regarding the Pure Power program with the link:

Participation in this program does not constitute the purchase of energy. Renewable energy credits which represent the environmental attributes associated with past renewable energy generation are retired on behalf of program participants. All renewable energy credits purchased under this program are Green-e certified by the independent Center for Resource Solutions.

- c. to provide generic cost information regarding renewable energy credits on AmerenUE's website; however, because the prices of renewable energy credits change, the signatories agree to wait until closer to the time when the Commission issues its final order in this rate case to specify the generic cost information regarding renewable energy credits that AmerenUE shall provide on its website.
- d. to stop using its P.U.R.E. - "People Using Renewable Energy" - slogan.

#### **DEMAND-SIDE MANAGEMENT PROGRAMS**

- 12. With regard to demand-side management programs, AmerenUE shall:
  - a. model two demand-side management program portfolios for analysis in its next Chapter 22 Resource Planning Filing due February 5, 2011 (the resource planning filing regarding which AmerenUE has sought waivers in Case No. EE-2010-0243), that annually achieve incremental electric energy and demand savings equivalent to (A) 1% (by 2015) and (B) 2% (by 2020) reductions in annual sales. AmerenUE will also model demand-side management portfolios for its next Chapter 22 Resource Planning Filing due February 5, 2011 based on Maximum Achievable Potential (MAP) and Realistic Achievable Potential (RAP), as defined in AmerenUE's recently completed DSM Market Potential Study. In addition, AmerenUE will consider for inclusion in its next Chapter 22 Resource Planning Filing due February 5, 2011 modeling adjustments to MAP and RAP that may be proposed by the parties, and will do its best to support parties' review of the DSM Potential Study; provided, however, AmerenUE does not agree to open-ended expenditures to answer parties' questions on the study.



- b. prior to filing its next general electric rate case, conduct a study addressing the elimination of declining block rates for residential service in a revenue neutral manner, and will file the results of this study in its next general electric rate case.
- c. consult with the Missouri Department of Natural Resources, as well as Staff and Public Counsel, on AmerenUE's demand-side management program tariff development, design and drafting.

### **MUNICIPAL LIGHTING**

- 13. With regard to municipal lighting, AmerenUE agrees:
  - a. to immediately commence a cost of service study for all rates under service classifications 5M and 6M, and upon completion of that study to share the results, all work papers and underlying data with financial and accounting consultants for the Municipal Group, Public Counsel, the Staff and other interested signatories. Prior to commencing such study, AmerenUE will meet with the Municipal Group's financial and accounting consultants and those at the Public Counsel's office and with the Staff, and those representing other interested signatories in a collaborative fashion in an attempt to agree on the parameters and general guidelines for the study.
  - b. to develop a methodology for determining the value of systems within municipal boundaries and negotiate in good faith with any 5M municipal streetlighting customer who wishes to purchase or take ownership of any streetlight systems within its jurisdictional boundaries, subject to final approval by the Commission.
  - c. to develop a database to insure that streetlighting customers are informed of the location of poles within their boundaries, by type, etc. and that streetlighting customers will only be charged for those facilities.

### MISCELLANEOUS<sup>4</sup>

14. The Staff's coal, nuclear, natural gas and oil inventory levels totaling \$214,095,199 shown on Staff Accounting Schedule 2, Rate Base, Line 8 filed December 18, 2009 shall be used to set the revenue requirement for AmerenUE in this case, subject to true-up through January 31, 2010, the true-up cut-off date ordered in this case.

15. AmerenUE's revenue requirement will be increased by \$2.4 million and will also include the Staff's calculation of revenue and expense lags, incorporating the reduced revenue collection lag of 19.25 days proposed by MIEC, in resolution of all cash working capital-related issues in this case.

16. The billing units and revenues in this case will be based on the Staff's update through July 2009 that was presented with the Staff's Revenue Requirement Cost of Service Report, but will be adjusted for customer growth through the true-up cutoff date of January 31, 2010.

17. AmerenUE's revenue requirement shall be reduced by \$290,000 to reflect the Staff's fuel additives adjustments.

18. AmerenUE's revenue requirement shall be reduced by \$128,000 to reflect the Staff's Union training adjustment.

19. AmerenUE's revenue requirement shall be reduced by \$7,119,000 to reflect the Staff's payroll adjustments, including its Voluntary Separation Election ("VSE") and Involuntary Separation Program ("ISP") labor and benefit reductions, Callaway refueling labor adjustment, Callaway security force adjustment, and payroll tax adjustments.

20. AmerenUE's revenue requirement shall be increased by \$2,350,000 to reflect the Staff's three-year amortization of actual severance costs for AmerenUE's VSE and ISP programs. The unamortized balance shall not be included in rate base.

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<sup>4</sup> References to reductions or additions to AmerenUE's revenue requirement in this section are adjustments in addition to other adjustments to AmerenUE's filed revenue requirement as of July 24, 2009 reflected in AmerenUE's prefiled testimony. Other parties' revenue requirements, when applicable, will also be adjusted to reflect the agreements in this Section.

21. AmerenUE's revenue requirement shall be reduced by \$9,763,000 to reflect the Staff's medical and other benefits adjustment.

22. AmerenUE's revenue requirement shall be reduced by \$2,628,000 to reflect the Staff's adjustment to injuries and damages, in resolution of all issues in this case relating to injuries and damages.

23. AmerenUE's revenue requirement shall be reduced by \$619,000 to reflect the Staff's adjustment to uncollectible expense, in resolution of all issues in this case relating to uncollectible expense.

24. AmerenUE's revenue requirement shall be reduced by \$333,000 to reflect the Staff's adjustment for elimination of certain promotional expenditures, in resolution of all issues in this case relating to promotional expenditures.

25. AmerenUE's revenue requirement shall be reduced by \$1,965,000 to reflect the Staff's adjustments to other taxes.

26. AmerenUE's revenue requirement shall be reduced by \$3,858,000 to reflect the Staff's extension of the existing amortization of RSG Resettlement payments the Commission approved in Case No. ER-2008-0318.

27. AmerenUE's revenue requirement shall be reduced by \$1,236,000 to reflect the Staff's amortization of the balance in AmerenUE's Pension and OPEB Tracker, subject to true-up through the true-up cutoff date of January 31, 2010 ordered in this case.

28. Without limiting other items to be true-up in this case, accumulated deferred income taxes for the new income tax deductions taken by AmerenUE for power plant repairs will be true-up as part of the true-up phase of this case.

29. AmerenUE's revenue requirement shall be reduced by \$9,379,000 to reflect the Staff's correction of an AmerenUE error in calculating income taxes.

30. AmerenUE shall continue to adhere to the Commission's Report and Order from Case No. ER-2008-0318 regarding tracking potential refunds of Entergy Charges.

31. AmerenUE's revenue requirement shall be reduced by \$147,000 to reflect the Staff's non-labor Callaway refuel adjustment, the Staff's lease expense adjustment and the Staff's insurance expense adjustments.

32. AmerenUE's revenue requirement shall be decreased by \$7,500,000, in resolution of all issues in this case relating to incentive compensation, advertising, and dues and donations.

### **TRUE-UP**

33. As agreed to by the parties in this case and ordered by the Commission, AmerenUE's revenue requirement shall be trued-up through January 31, 2010, according to the terms in the Jointly Proposed Procedural Schedule, Related Procedural Items, and Test Year True-up Cut-off Date filed on September 11, 2009.

### **GENERAL PROVISIONS**

a. This Stipulation is being entered into for the purpose of disposing of the issues that are specifically addressed in this Stipulation. 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.

b. This Stipulation has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not approve this Stipulation without modification, then the Stipulation shall be void and no signatory shall be bound by any of the agreements or provisions herein.

c. 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.

d. 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 2000. 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. This Stipulation contains the entire agreement of the Parties concerning the issues addressed herein.

e. 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.

f. If the Commission has questions for the signatories' witnesses or signatories, the signatories will make available, at any on-the-record session, their witnesses and attorneys on the issues resolved by this Stipulation, so long as all signatories have had adequate notice of that session. The signatories agree to cooperate in presenting this Stipulation to the Commission for approval, and will take no action, direct or indirect, in opposition to the request for approval of this Stipulation.

#### **NON-SIGNATORY PARTIES**

34. The following parties have indicated that while they will not sign this Stipulation, they will not oppose it: Public Counsel, MEG, MEUA, Municipal Group, MJMEUC, Unions, MO-ACORN, Kansas City Power & Light Company; Laclede Gas Company, and NRDC.

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

/s/ Nathan C. Williams  
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MO.P.S.C. SCHEDULE NO. 5

Original

SHEET NO. 98.8CANCELLING MO.P.S.C. SCHEDULE NO. 5SHEET NO.     

APPLYING TO

MISSOURI SERVICE AREA

RIDER FACFUEL AND PURCHASED POWER ADJUSTMENT CLAUSE

Applicable to Service Provided Month Day, 2010 and Thereafter

APPLICABILITY

This rider is applicable to kilowatt-hours (kWh) of energy supplied to customers served by the Company under Service Classification Nos. 1(M), 2(M), 3(M), 4(M), 5(M), 6(M), 7(M), 8(M), 11(M), and 12(M).

Costs passed through this Fuel and Purchased Power Adjustment Clause (FAC) reflect differences between actual fuel and purchased power costs, including transportation, net of Off-System Sales Revenues (OSSR) (i.e., Actual Net Fuel Costs) and Net Base Fuel Costs (factor NBFC, as defined below), calculated and recovered as provided for herein.

For purposes of this FAC, the true-up year shall be from March 1 through the last day of February of the following year. The Accumulation Periods and Recovery Periods are as set forth in the following table:

<u>Accumulation Period (AP)</u>	<u>Filing Date</u>	<u>Recovery Period (RP)</u>
February through May	By August 1	October through September
June through September	By December 1	February through January
October through January	By April 1	June through May

Accumulation Period (AP) means the historical calendar months during which fuel and purchased power costs, including transportation, net of OSSR for all kWh of energy supplied to Missouri retail customers are determined.

Recovery Period (RP) means the billing months as set forth in the above table during which the difference between the Actual Net Fuel Costs during an Accumulation Period and NBFC are applied to and recovered through retail customer billings on a per kWh basis, as adjusted for service voltage level.

- \* The Company will make a Fuel and Purchased Power Adjustment (FPA) filing by each Filing Date. The new FPA rates for which the filing is made will be applicable starting with the Recovery Period that begins following the Filing Date. All FPA filings shall be accompanied by detailed workpapers supporting the filing in an electronic format with all formulas intact.

FPA DETERMINATION

\_\_\_\_\_ percent (XX%) of the difference between Actual Net Fuel Costs and NBFC for all kWh of energy supplied to Missouri retail customers during the respective Accumulation Periods shall be reflected as an FPA<sub>c</sub> credit or debit, stated as a separate line item on the customer's bill and will be calculated according to the following formulas.

For the FPA filing made by each Filing Date, the FPA<sub>c</sub> rate, applicable starting with the Recovery Period following the applicable Filing Date, to recover fuel and purchased power costs, including transportation, net of OSSR, to the extent they vary from Net Base Fuel Costs (NBFC), as defined below, during the recently-completed Accumulation Period is calculated as:

\* Indicates Change.

DATE OF ISSUE \_\_\_\_\_, 2010

DATE EFFECTIVE \_\_\_\_\_, 2010

ISSUED BY Warner L. Baxter  
NAME OF OFFICERPresident & CEO  
TITLESt. Louis, Missouri  
ADDRESS



MO.P.S.C. SCHEDULE NO. 5Original            SHEET NO. 98.9CANCELLING MO.P.S.C. SCHEDULE NO. 5

SHEET NO

APPLYING TO

MISSOURI SERVICE AREA

**RIDER FAC****FUEL AND PURCHASED POWER ADJUSTMENT CLAUSE (CONT'D.)**

Applicable to Service Provided Month Day, 2010 and Thereafter

$$* FPA_{(RP)} = [((CF + CPF - OSSR - TS - S) - (NBFC \times S_{RP})) \times \_\_\% + I + R - N] / S_{RP}$$

The FPA rate, which will be multiplied by the voltage level adjustment factors set forth below, applicable starting with the following Recovery Period is calculated as:

$$FPA_c = FPA_{(RP)} + FPA_{(RP-1)} + FPA_{(RP-2)}$$

where:

$FPA_c$  = Fuel and Purchased Power Adjustment rate applicable starting with the Recovery Period following the applicable Filing Date.

$FPA_{RP}$  = FPA Recovery Period rate component calculated to recover under/over collection during the Accumulation Period that ended prior to the applicable Filing Date.

$FPA_{(RP-1)}$  = FPA Recovery Period rate component from prior  $FPA_{RP}$  calculation, if any.

$FPA_{(RP-2)}$  = FPA Recovery Period rate component from  $FPA_{RP}$  calculation prior to  $FPA_{(RP-1)}$ , if any.

CF = Fuel costs incurred to support sales to all retail customers and Off-System Sales allocated to Missouri retail electric operations, including transportation, associated with the Company's generating plants. These costs consist of the following:

\* a) For fossil fuel or hydroelectric plants:

(i) the following costs reflected in Federal Energy Regulatory Commission (FERC) Account Number 501: coal commodity, applicable taxes, gas, alternative fuels, fuel additives, Btu adjustments assessed by coal suppliers, quality adjustments related to the sulfur content of coal assessed by coal suppliers, costs and revenues for SO<sub>2</sub> and NO<sub>x</sub> emission allowances, railroad transportation, switching and demurrage charges, railcar repair and inspection costs, railcar depreciation, railcar lease costs, similar costs associated with other applicable modes of transportation, fuel hedging costs (for purposes of factor CF, hedging is defined as realized losses and costs minus realized gains associated with mitigating volatility in the Company's cost of fuel and purchased power, including but not limited to, the Company's use of futures, options and over-the-counter derivatives including, without limitation, futures contracts, puts, calls, caps, floors, collars, and swaps), hedging costs associated with SO<sub>2</sub> and fuel oil

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UNION ELECTRIC COMPANY

ELECTRIC SERVICE

Schedule 1

Page 3 of 10

MO.P.S.C. SCHEDULE NO. 5

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APPLYING TO

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\* RIDER FACFUEL AND PURCHASED POWER ADJUSTMENT CLAUSE (CONT'D.)

Applicable to Service Provided Month Day, 2010 and Thereafter

adjustments included in commodity and transportation costs, broker commissions and fees associated with price hedges, oil costs, ash disposal revenues and expenses, and revenues and expenses resulting from fuel and transportation portfolio optimization activities; and

(ii) the following costs reflected in FERC Account Number 547: natural gas generation costs related to commodity, oil, transportation, storage, capacity reservation charges, fuel losses, hedging costs, and revenues and expenses resulting from fuel and transportation portfolio optimization activities;

b) Costs in FERC Account Number 518 (Nuclear Fuel Expense).

CPP = Costs of purchased power reflected in FERC Account Numbers 555, 565, and 575, excluding MISO administrative fees arising under MISO Schedules 10, 16, 17, and 24, and excluding capacity charges for contracts with terms in excess of one (1) year, incurred to support sales to all Missouri retail customers and Off-System Sales allocated to Missouri retail electric operations. Also included in factor "CPP" are insurance premiums in FERC Account Number 924 for replacement power insurance (other than relating to the Taum Sauk Plant) to the extent those premiums are not reflected in base rates. Changes in replacement power insurance premiums (other than those relating to the Taum Sauk Plant) from the level reflected in base rates shall increase or decrease purchased power costs. Additionally, costs of purchased power will be reduced by expected replacement power insurance recoveries (other than those relating to the Taum Sauk Plant) qualifying as assets under Generally Accepted Accounting Principles. Notwithstanding the foregoing, concurrently with the date the "TS" factor is eliminated as provided for in this tariff, the premiums and recoveries relating to replacement power insurance coverage for the Taum Sauk Plant shall be included in this CPP Factor.

OSSR = Revenues from Off-System Sales allocated to Missouri electric operations.

Off-System Sales shall include all sales transactions (including MISO revenues in FERC Account Number 447), excluding Missouri retail sales and long-term full and partial requirements sales, that are associated with (1) AmerenUE Missouri jurisdictional generating units, (2) power purchases made to serve Missouri retail load, and (3) any related transmission.

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APPLYING TO

MISSOURI SERVICE AREA

RIDER FACFUEL AND PURCHASED POWER ADJUSTMENT CLAUSE (CONT'D.)

Applicable to Service Provided Month Day, 2010 and Thereafter

\*\*

Adjustment For Reduction of Service Classification 12 (M)Billing Determinants:

Should the level of monthly billing determinants under Service Classification 12 (M) fall below the level of normalized 12 (M) monthly billing determinants as established in Case No. ER-2010-0036 an adjustment to OSSR shall be made in accordance with the following levels:

- a) A reduction of less than 40,000,000 kWh in a given month  
- No Adjustment will be made to OSSR.
- b) A reduction of 40,000,000 kWh or greater in a given month  
- All Off-System revenues derived from all kWh of energy sold off-system due to the entire reduction shall be excluded from OSSR.

\* TS = The Accumulation Period value of Taum Sauk. This factor will be used to reduce actual fuel costs to reflect the value of Taum Sauk, and will be credited in FPA filings (of which there are three each year as shown in the table above), until the next rate case or, if sooner, until Taum Sauk is placed back in service. This value is \$26.8 million annually, one third of which (i.e., \$8.93 million) will be applied to each Accumulation Period.

S = The Accumulation Period value of Blackbox Settlement Amount of \$3 million annually, which shall expire on September 1, 2010. One third of the annual value (\$1 million) shall be applied to each Accumulation Period. For the Accumulation Period during which the factor expires, the factor shall be prorated according to the number of days during which it was effective during that Accumulation Period.

\*\* N = The positive amount by which, over the course of the Accumulation Period, (a) revenues derived from the off-system sale of power made possible as a result of reductions in the level of 12(M) sales (as addressed in the definition of OSSR above) exceeds (b) the reduction of 12(M) revenues compared to normalized 12(M) revenues as determined in Case No. ER-2010-0036.

\* I = Interest applicable to (i) the difference between Actual Net Fuel Costs (adjusted for Taum Sauk and factor "S") and NBFC for all kWh of energy supplied to Missouri retail customers during an Accumulation Period until those costs have been recovered; (ii) refunds due to prudence reviews (a portion of factor R, below); and (iii) all under- or over-recovery balances created through operation of this FAC, as determined in the true-up filings provided for herein (a portion of factor R, below). Interest shall be calculated monthly at a

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APPLYING TO

MISSOURI SERVICE AREA

rate equal to the weighted average interest rate paid on the Company's short-term debt, applied to the month-end balance of items (i) through (iii) in the preceding sentence.

- \* Indicates Change.
- \*\* Indicates Addition.

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APPLYING TO

MISSOURI SERVICE AREA

RIDER FACFUEL AND PURCHASED POWER ADJUSTMENT CLAUSE (CONT'D.)

Applicable to Service Provided Month Day, 2010 and Thereafter

- \* R = Under/over recovery (if any) from currently active and prior Recovery Periods as determined for the FAC true-up adjustments, and modifications due to adjustments ordered by the Commission (other than the adjustment for Taum Sauk as already reflected in the TS factor), as a result of required prudence reviews or other disallowances and reconciliations, with interest as defined in item I.
- \*  $S_{AP}$  = Supplied kWh during the Accumulation Period that ended prior to the applicable Filing Date, at the generation level, plus the kWh reductions up to the kWh of energy sold off-system associated with the 12(M) OSSR adjustment above.
- $S_{RP}$  = Applicable Recovery Period estimated kWh, at the generation level, subject to the  $FPA_{RP}$  to be billed.
- \* NBFC = Net Base Fuel Costs are the net costs determined by the Commission's order as the normalized test year value (and reflecting an adjustment for Taum Sauk, consistent with the term TS) for the sum of allowable fuel costs (consistent with the term CF), plus cost of purchased power (consistent with the term CPP), less revenues from off-system sales (consistent with the term OSSR), less an adjustment (consistent with the term "S"), expressed in cents per kWh, at the generation level, as included in the Company's retail rates. The NBFC rate applicable to June through September calendar months ("Summer NBFC Rate") is X.XXX cents per kWh. The NBFC rate applicable to October through May calendar months ("Winter NBFC Rate") is X.XXX cents per kWh.

\*To determine the FPA rates applicable to the individual Service Classifications, the  $FPA_c$  rate determined in accordance with the foregoing will be multiplied by the following voltage level adjustment factors:

Secondary Voltage Service	1.0789
Primary Voltage Service	1.0459
Large Transmission Voltage Service	1.0124

The FPA rates applicable to the individual Service Classifications shall be rounded to the nearest 0.001 cents, to be charged on a cents/kWh basis for each applicable kWh billed.

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APPLYING TO

MISSOURI SERVICE AREA

RIDER FACFUEL AND PURCHASED POWER ADJUSTMENT CLAUSE (CONT'D.)

Applicable to Service Provided Month Day, 2010 and Thereafter

\* TRUE-UP OF FAC

After completion of each Recovery Period, the Company will make a true-up filing in conjunction with an adjustment to its FAC, where applicable. The true-up filings shall be made on the first Filing Date that occurs at least two (2) months after completion of each Recovery Period. Any true-up adjustments or refunds shall be reflected in item R above, and shall include interest calculated as provided for in item I above.

The true-up adjustments shall be the difference between the revenues billed and the revenues authorized for collection during the Recovery Period.

\*\*GENERAL RATE CASE/PRUDENCE REVIEWS

The following shall apply to this Fuel and Purchased Power Adjustment Clause, in accordance with Section 386.266.4, RSMo. and applicable Missouri Public Service Commission Rules governing rate adjustment mechanisms established under Section 386.266, RSMo:

The Company shall file a general rate case with the effective date of new rates to be no later than four years after the effective date of a Missouri Public Service Commission order implementing or continuing this Fuel and Purchased Power Adjustment Clause. The four-year period referenced above shall not include any periods in which the Company is prohibited from collecting any charges under this Fuel and Purchased Power Adjustment Clause, or any period for which charges hereunder must be fully refunded. In the event a court determines that this Fuel and Purchased Power Adjustment Clause is unlawful and all moneys collected hereunder are fully refunded, the Company shall be relieved of the obligation under this Fuel and Purchased Power Adjustment Clause to file such a rate case.

Prudence reviews of the costs subject to this Fuel and Purchased Power Adjustment Clause shall occur no less frequently than every eighteen months, and any such costs which are determined by the Missouri Public Service Commission to have been imprudently incurred shall be returned to customers with interest at a rate equal to the weighted average interest rate paid on the Company's short-term debt.

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SHEET NO. \_\_\_\_\_

APPLYING TO

MISSOURI SERVICE AREARIDER FACFUEL AND PURCHASED POWER ADJUSTMENT CLAUSE (CONT'D.)

\*(Applicable to Service Provided Month Day, 2010 and Thereafter)

Calculation of Current FPA<sub>C</sub> Rate:

Accumulation Period Ending:		mm/dd/yy
1. Total Energy Cost (CF+CPP-OSSR-TS-S)		\$0
2. Base Energy Cost	-	
2.1 NBFC (\$/kWh)	x	\$0.0000
2.2 Accumulation Period Sales kWh (S <sub>AP</sub> )		0
3. First Subtotal (1.-2.)		\$0
4. Customer Responsibility	x	XX%
5. Second Subtotal		\$0
*6. Adjustment for Interest plus Under / Over recovery for Prior Periods less Factor N: (I + R - N)	±	\$0
7. Third Subtotal		\$0
8. Estimated Recovery Period Sales kWh (S <sub>RP</sub> )	÷	0
9. FPA <sub>RP</sub>		\$0.0000
10. FPA <sub>RP-1</sub>	+	\$0.0000
11. FPA <sub>RP-2</sub>	+	\$0.0000
12. FPA <sub>C</sub> (without Voltage Level Adjustment)		\$0.0000
*13. Voltage Level Adjustment Factor		
13.1 Secondary	x	1.0789
13.2 Primary	x	1.0459
13.3 Large Transmission	x	1.0124
14. FPA <sub>C</sub> (with voltage level adjustment)		
14.1 Secondary		\$0.0000
14.2 Primary		\$0.0000
14.3 Large Transmission		\$0.0000

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## **Tracker for Pension and Other Post-Employment Benefits**

### **Intent:**

1. These provisions are intended to accomplish the following:
  - a. To ensure that the amount collected in rates for pension and other post-employment benefit (OPEB) costs is based on the Accounting Standards Codification (ASC) 715-30 and ASC 715-60 (formerly FAS 87 and FAS 106) costs AmerenUE recognizes for financial reporting purposes; and
  - b. To ensure AmerenUE recovers in rates certain contributions it makes to its pension and OPEB trusts; and
  - c. To clarify, for ratemaking purposes, the accounting treatment of future charges AmerenUE would be required to record to equity (e.g., decreases to other comprehensive income) by ASC 715-20 (formerly FAS 158) or any other Financial Accounting Standards Board (FASB) codification relative to the recognition of pension and OPEB costs and / or liabilities.

### **Procedure:**

2. The ASC 715-30 and ASC 715-60 costs AmerenUE recognizes for financial reporting purposes shall be recognized in rates. The calculation of these costs shall be, unless specifically changed by the issuance of new FASB codifications, based on the Market-Related Value of Assets that reflects asset gains and losses over a 4-year period. Unrecognized gains and losses shall be, unless specifically changed by the issuance of new FASB codifications, amortized over a 10-year period. This calculation does not employ the corridor approach. AmerenUE will inform the Staff of the Missouri Public Service Commission and the Office of Public Counsel as soon as it becomes aware of a new FASB codification that would affect the calculation parameters discussed above.

3. Each year AmerenUE shall contribute to its pensions and VEBA trusts the amount of its ASC 715-30 and ASC 715-60 costs for that year, excluding any cost or credit triggered due to any special events as described in paragraph 9 below.

4. AmerenUE shall be allowed rate recovery for contributions it makes to its pension trust that exceed its ASC 715-30 cost for any of the following reasons: the minimum required contribution is greater than the ASC 715-30 cost or avoidance or reduction of Pension Benefit Guaranty Corporation (PBGC) variable premiums. To track any such excess contributions, a regulatory asset will be established and will be included in rate base.

5. Due to the Pension Protection Act of 2006 (PPA), AmerenUE may choose to make contributions in excess of ASC 715-30 in order to avoid benefit restrictions under the PPA. Such contributions will be examined in the context of future rate cases and a determination will be made at that time as to the appropriate and proper level recognized as a regulatory asset to be included in the rate base.

6. The difference between the level of pension (ASC 715-30) or OPEB (ASC 715-60) costs AmerenUE incurs and the level of those costs built into rates shall be tracked by means of regulatory assets and/or liabilities described in the following paragraphs.

7. Regulatory assets or liabilities shall be established on AmerenUE's books to track the difference between the level of ASC 715-30 and ASC 715-60 costs AmerenUE incurs during the period between general electric rate cases and the level of ASC 715-30 and ASC 715-60 costs built into rates for that period. If the ASC 715-30 or ASC 715-60 cost during the period is more than the ASC 715-30 or ASC 715-60 cost built into rates for the period, AmerenUE shall establish a regulatory asset which has been reduced by any existing regulatory liability for pensions, or OPEBs, maintained pursuant to the following paragraph. If the ASC 715-30 or ASC 715-60 cost during the period, adjusted for any amount of such expense used to reduce a regulatory liability maintained pursuant to the following paragraph, is less than the cost built into rates for the period, AmerenUE shall establish a regulatory liability. Since this is a cash item,

the regulatory asset or liability will be included in rate base for purposes of setting new rates in the next rate case, and amortized over 5 years beginning with the effective date of the new rates.

8. If AmerenUE incurs negative ASC 715-30 or ASC 715-60 cost, AmerenUE shall set up a regulatory liability to offset the negative cost. The regulatory liability will increase by the amount of negative cost, or decrease by the amount of positive cost, in each subsequent year. Positive cost in such subsequent year will be used to reduce this regulatory liability before being used to establish a regulatory asset pursuant to the preceding paragraph. Any existing regulatory liability related to prior negative ASC 715-30 or ASC 715-60 cost will reduce the ASC 715-30 or ASC 715-60 cost included in cost of service in AmerenUE's next rate case. This regulatory liability is a noncash item that AmerenUE shall exclude from its rate base in future rate cases.

9. The parties have designed this agreement so that AmerenUE will receive through rates reimbursement of its ASC 715-30 and ASC 715-60 costs. Therefore, AmerenUE shall set up a regulatory asset to offset any charges that would otherwise be recorded against equity (e.g., decreases to other comprehensive income) caused by applying the provisions of ASC 715-20 or any other FASB codification that requires accounting adjustments due to the funded status or other attributes of AmerenUE's Pension or OPEB plans. This regulatory asset shall not be amortized into rates or included in rate base because AmerenUE will recover for the amounts in this regulatory asset in rates through AmerenUE's ASC 715-30 or ASC 715-60 costs in future years. This regulatory asset will increase or decrease each year by the same amount that the equity charge increases or decreases.

10. If AmerenUE has a curtailment, settlement, or special termination cost or credit due to requirements of applicable accounting rules according to ASC 715-30 (formerly FAS 88)

and ASC 715-60 (formerly FAS 106), the following procedure will be used to address such a cost or credit.

- a. If the special event triggers a charge, then AmerenUE will establish an offsetting regulatory asset. This regulatory asset will not be added to rate base (since it is not a cash item), and it will be amortized over five years beginning when new rates are implemented in AmerenUE's next general electric rate increase or decrease proceeding before the Missouri Public Service Commission. AmerenUE shall make additional contributions to the applicable pension or OPEB trust equal to the amount of the amortization.
- b. If the special event triggers a credit, then AmerenUE shall establish an offsetting regulatory liability. This regulatory liability will not be added to rate base (since it is not a cash item), and it will be amortized over five years beginning when new rates are implemented in AmerenUE's next general electric rate increase or decrease proceeding before the Missouri Public Service Commission. Generally, AmerenUE will contribute to the applicable pension or OPEB trust an amount equivalent to its ASC 715-30/715-60 costs for the year less the amortization amount, subject to the following condition:

If pension or OPEB cost becomes negative as a result of an ASC 715-30 or ASC 715-60 credit, AmerenUE shall set up an offsetting regulatory liability. This regulatory liability is a non-cash item which will not require rate base treatment. When ASC 715-30 or ASC 715-60 costs becomes positive again, the regulatory liability will be amortized over five years, or longer, if necessary to avoid the net of the ASC 715-30 or ASC 715-60 cost and the offsetting amortized regulatory liability yielding a result which is less than \$0 in any year.

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APPLYING TO

MISSOURI SERVICE AREAGENERAL RULES AND REGULATIONSIV. MEASUREMENT OF SERVICE\*E. Limited Unmetered Service

Where service is required for electrical loads which are constant over a predetermined operating schedule and can be reasonably estimated by Company, Company may at its sole discretion waive the metering requirement for the limited types of load referred to herein. In such instances Company would calculate monthly billing for these loads as follows: 1) the monthly customer charge shall be as prescribed in Service Classification No. 6(M) "Rate Per Unit Per Month For Unmetered Service" and 2) energy usage shall be billed under Service Classification No. 2(M). Additionally, all other provisions of Service Classification 2(M), excepting the Customer Charge, shall apply to these loads. In such instances Company would calculate the amount of service to be charged under its applicable rate schedule. Service supplied under the provisions of this paragraph are is limited to lighting, Wi-Fi and CATV power booster loads of 5 kVA or less at any one service delivery point.

\* Indicates Change.

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