

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

In the Matter of the Adjustment of Union Electric)	
Company d/b/a Ameren Missouri’s Fuel Adjustment)	File No. ER-2016-0130
Clause for the 20 th Accumulation Period.)	Tariff No. YE-2016-0129

NONUNANIMOUS STIPULATION AND AGREEMENT

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”), and the Missouri Industrial Energy Consumers (“MIEC”) (collectively “the Signatories”), an agreement has been reached on certain issues as set forth below.

1. The Signatories agree that the amount in dispute in this case is entirely related to the calculation of an adjustment triggered by Noranda Aluminum, Inc.’s (“Noranda”) load changes (“N Factor”). The N Factor language can be found on MO.P.S.C. Schedule No. 6, Original Sheet No. 73.4, under the section titled Adjustment for Reduction of Service Classification 12(M) or 13(M) Billing Determinants (“Tariff”).¹ The result of the N Factor, using Ameren Missouri’s calculation as set forth in the work papers for the substitute tariff sheet filed in this case, totals \$762,668.²

2. The Signatories agree that, under the existing Tariff, similar adjustments can be made in future fuel adjustment rate (“FAR”) filings and, at some point, the amounts in those future FAR filings are likely to be larger due to recent developments at the Noranda plant.

3. The Signatories agree that the Tariff describes the N Factor as an exclusion from OSSR of “off-system sales revenues derived from all kWh of energy sold off-system due to the

¹ Service Classification 13(M) is the new Industrial Aluminum Smelter rate currently applicable to service to Noranda, and 12(M) is the original Large Transmission Service rate class formerly applicable to service to Noranda and that could, depending on certain circumstances, apply to Noranda in the future.

² This number represents 95% of the total adjustment calculation and includes interest.

entire reduction” of 40,000,000 kWh or more “of 12(M) or 13(M) revenues compared to normalized 12(M) or 13(M) revenues as determined in Case No. ER-2014-0258.”

4. The Signatories may not agree on the methodology to calculate certain revenues related to the N Factor.

5. The Signatories agree that more time is needed in order to discuss the calculation of the N Factor, but recognize that the Missouri Public Service Commission’s (“Commission”) rules require the Commission to accept, reject or allow the filed rates to take effect within 60 days of the initial filing and that the Commission’s rules also contemplate that the Commission can order an appropriate rate to take effect in the event of a dispute.

6. The Signatories agree that, at this time, no party has alleged that the application of the N Factor would result in Ameren Missouri collecting an amount less than \$269,055.³ The Signatories agree to not include any amount related to the N Factor in the tariff that will take effect on January 27, 2016. Instead the parties agree to withhold any adjustment until after a determination has been made on how to calculate the N Factor.

7. The Signatories agree to work together in good faith in an effort to agree upon a methodology for calculating an adjustment. If the Signatories cannot come to an agreement, by March 18, 2016, then the Signatories will file a Joint Proposed Procedural Schedule designed to bring this issue before the Commission for a decision.

8. The result of the agreed upon methodology (or the Commission ordered methodology) for Accumulation Period 20, to the extent not reflected in the FAR to be implemented for Accumulation Period 20 as agreed herein, will be included in the first FAR

³ This number represents 95% of the OPC’s adjustment amount and includes interest. The Signatories understand that this figure is not a minimum amount and that the final number may be higher or lower, depending on what the parties ultimately agree to or the Commission orders.

adjustment to occur after the agreement (or Commission order) becomes effective, together with any additional Adjustment for Reduction of Service Classification 12(M) or 13(M) Billing Determinants Accumulation Periods post-Accumulation Period 20.

9. Attached to this Stipulation is a substitute tariff sheet that reflects the FAR rates without the N Factor adjustment, and all parties agree it should take effect on January 27, 2016, since no part of its calculation is in dispute. The Signatories ask the Commission to approve the terms of this Stipulation, reject the substitute tariff sheet filed by Ameren Missouri on December 22, 2015, and to order the attached exemplar tariff sheet be filed and that it become effective on January 27, 2016.

10. The Signatories agree that certain variances from the Commission's FAC rules may be needed to effectuate this agreement, specifically of 4 CSR 240-20.090(4) and of any other rule as may be needed to accomplish this agreement. The Signatories agree, to the extent necessary, to support such variances.

11. The Signatories agree that no party will argue that the adjustment is unlawful to be included in the FAC because it occurs outside of the 60 day timeline created by the Commission's rules for processing the FAR adjustment for Accumulation Period 20.

12. This Stipulation and Agreement applies so long as the N Factor in Ameren Missouri's FAC tariff remains in effect as currently written.

GENERAL PROVISIONS

13. 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.

14. 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.

15. 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.

16. 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. 2013. 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.

17. This Stipulation contains the entire agreement of the signatories concerning the issues addressed herein.

18. 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.

WHEREFORE, the Signatories respectfully request the Commission issue an Order approving the terms of this Stipulation, including the requested variance, rejecting the substitute tariff sheet filed by Ameren Missouri on December 22, 2015, and ordering the attached exemplar tariff sheet be filed to become effective on January 27, 2016, as well as granting any other relief required to implement this Stipulation and Agreement.

Respectfully submitted,

/s/ Wendy K. Tatro

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CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been emailed this 12th day of January, 2016, to all parties on the Commission's service list in this case.

/s/Wendy Tatro