

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

In The Matter Of Union Electric Company, d/b/a            )  
Ameren Missouri's 2012-2013 ACA Audit.                 )         File No. GR-2014-0061

**MOTION FOR VARIANCE FROM TARIFF PROVISION  
AND MOTION FOR EXPEDITED TREATMENT**

COMES NOW Union Electric Company d/b/a Ameren Missouri (Ameren Missouri or Company) and for its *Motion for Variance from Tariff Provision and Motion for Expedited Treatment*, states as follows:

1. Concurrent with this filing, Ameren Missouri is filing revised tariff sheets to modify its Purchased Gas Adjustment (PGA) tariff for its Missouri natural gas service area. These tariff sheets are dated to become effective on November 1, 2013.
2. Ameren Missouri's PGA tariff contains a PGA that is applicable to all customers and, in addition, an Incremental PGA that is paid by the Company's customers in the Rolla system, which consists of the Owensville, Rolla and Salem service areas.
3. Earlier this year, Ameren Missouri received a refund in the amount of \$3,506,103 in settlement of a dispute with a pipeline, MoGas Pipeline, LLC (and its predecessors in interest)(MoGas), over which Ameren Missouri has transported and continues to transport natural gas in order to serve its customers. This payment was required by a settlement agreement which resolved the dispute, the terms of which were previously approved by the Missouri Public Service Commission on August 14, 2013, in File Nos. GR-2008-0107, GR-2008-0366, GR-2009-0337, GR-2010-0180 and GR-2012-0077.
4. Ameren Missouri's PGA Clause (see P.S.C. Mo. No. 2, 10<sup>th</sup> Revised, Sheet No. 28), in Paragraph 5, provides that any refunds received by Ameren Missouri will be credited to

the Actual Cost Adjustment (ACA) account in the month received. Paragraph 5 also provides for an allocation of the refund to each firm sales, interruptible sales and transportation rate classification using the same allocation as calculated during the base period.

5. Consistent with its PGA clause, Ameren Missouri has determined the appropriate allocation of the \$3,506,103. See Attachment 1, which is incorporated herein by this reference.<sup>1</sup> This allocation is proportionate to the actual overcharges associated with this pipeline that were charged to customers. This allocation is the same allocation set forth by the Company in paragraph 10 of the *Joint Verified Motion of Union Electric Company d/b/a Ameren Missouri and Laclede Gas Company for a Determination on the Pleadings Respecting Issues Relating to MoGas Pipeline, LLC*.

6. This allocation results in \$1,360,308 to be credited against the Total ACA balance and is used to offset purchase gas costs for all customers. Ameren Missouri proposes crediting customers with this portion of the refund as contemplated by the PGA tariff.

7. The remaining \$2,145,795 is to be credited against the Incremental PGA. The Company proposes that this amount be credited as contemplated by its PGA tariff except that the amount should be credited so that it offsets the Incremental PGA rate until such time as the total amount has been refunded rather than just crediting the total amount all at once. Using the Company's proposed refund method should result in an offset of the Incremental PGA rate for approximately three years for these customers. Ameren Missouri intends to add a line item to the bills issued to customers who pay the Incremental PGA rate so that the amount refunded is visible to customers during this three year period. It is appropriate that the refund be used to offset the Incremental PGA rate, as it stems directly from the transportation costs from MoGas,

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<sup>1</sup> There are no interruptible customers and customers in the transportation rate classification did not pay any overcharges. Consequently, none of the refund is allocated to those classes.

Zone 2, and it is equally important that customers be able to see the results of Ameren Missouri's efforts to collect this overcharge on behalf of its customers.

8. Ameren Missouri asks the Commission grant it the variances necessary in order to credit the refund to customers who pay the Incremental PGA rate. This includes a variance from the definition of the ACA Factor, found on Sheet 23. It also includes a variance from language on Sheet 28 paragraph 7, which requires a twelve-month billing period to be used in calculating the ACA factor. Ameren Missouri asks the Commission grant these two variances along with any other variance it finds necessary in order to allow the Company to return this refund to its customers as described above.

9. Ameren Missouri requests expedited treatment on its variance request. The tariff, absent Commission action, will become effective on November 1, 2013, and so the variance is needed by that date. There will be no negative effect on the Company's customers or the general public if the Commission grants this request. This request was filed as soon as it could have been filed.

WHEREFORE, for the reasons stated herein, Ameren Missouri respectfully requests the Missouri Public Service Commission grant it the necessary variances from the above-cited section of the Company's natural gas tariff sheets in time for the order to be effective on November 1, 2013, so that the Company can credited to customers the refund received in the manner described above.

Respectfully submitted,

UNION ELECTRIC COMPANY,  
d/b/a Ameren Missouri

/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 hand-delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 17<sup>th</sup> day of October, 2013, to all parties on the Commission's service list in this case.

/s/ Wendy K. Tatro



## Allocation of Refund per PGA Clause

Total ACA		Rolla ACA		Total Refund
Firm	IT	Firm	IT	
\$ 1,360,308	\$ -	\$ 2,145,795	\$ -	\$ 3,506,103

Note 1

Note 1: The interruptible customers and transportation customers did not pay any overcharges.