

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

In the Matter of Union Electric Company d/b/a)
Ameren Missouri's Filing to Change Criteria for) File No. ET-2014-0076
Assessment of New Customer Deposits)

UNANIMOUS STIPULATION AND AGREEMENT

COME NOW Union Electric Company, d/b/a Ameren Missouri (Ameren Missouri or the Company), the Staff of the Missouri Public Service Commission (Staff), the Office of the Public Counsel (OPC), Laclede Gas Company (Laclede) and Consumers Council of Missouri (Consumers Council) (as a group, the Signatories) and submit this Unanimous Stipulation and Agreement, and respectfully state as follows:

BACKGROUND

1. On December 9, 2013, Ameren Missouri filed a variance request for a portion of 4 CSR 240-13.030(1)(C) and associated tariff sheets for both its electric and natural gas utilities. The tariff sheets contained a 60 day effective date of February 7, 2014. Ameren Missouri voluntarily extended that effective date until April 8, 2014.
2. Laclede and Consumers Council applied for, and were granted, intervention. The Commission issued an order consolidating the electric and natural gas cases into File No. ET-2014-0076.
3. After several discussions, the Signatories have reached a Unanimous Stipulation and Agreement (Stipulation), as is set forth below.

AGREEMENTS AMONG THE SIGNATORIES

4. The Signatories agree that the Commission should approve the filed electric and natural gas tariffs¹, so that the Company may begin using credit scoring as permitted by Commission Rule 4 CSR 240-13.030 (using the Equifax Advanced Energy Risk Score (EAER Score)) to determine when to collect deposits from new customers (defined as an applicant who has not had service from Ameren Missouri within the previous five years).

5. The Signatories recommend Ameren Missouri's request to credit score new customers be approved as an experimental program and that it be re-examined in future rate cases, meaning rate cases filed after 2014. In those future rate cases, Ameren Missouri may request that the experimental program designation be removed.

6. Ameren Missouri agrees to supply the following information, on a quarterly basis, for as long as this program is designated as experimental, to the Signatories which request it: 1) the number of customer applications for new residential service made to Ameren Missouri, 2) the number of those applications that result in a requirement for a deposit due to the result of an EAER Score, and 3) the amount of each deposit required.

7. As long as this program is designated as experimental, Ameren Missouri also agrees to keep records of each customer deposit including the amount collected, the number of months over which it was collected, the date the deposit was collected, the date the customer qualified for a return of the deposit, and the amount of deposit returned to the customer. This information shall be made available, upon request, in future rate cases.

¹ MO.P.S.C Schedule No. 6, 1st Revised Sheet Nos. 139 and 141 for the electric utility and PSC Mo. No. 2, 1st Revised Sheet Nos. 61 and 63 for the natural gas utility.

8. If Ameren Missouri requires a deposit of new customers as a result of their EAER Score, Ameren Missouri will provide each new customer (including applicants that decide not to become customers due to the imposition of a deposit requirement) with contact information for Equifax and for the Consumer Financial Protection Bureau, and will provide the rights and disclosures required by the Equal Credit Opportunity Act and the Fair Credit Reporting Act. Attached to this Stipulation is a generic example of a letter that will be provided.

9. If a new customer, who is assessed a deposit as a result of their EAER Score, alleges that the information used to calculate the EAER Score is incorrect or erroneous, Ameren Missouri shall provide the new customer with the contact information for Equifax so that the new customer may seek to correct any incomplete or erroneous information. Additionally, Ameren Missouri will inform the new customer of the opportunity to credit back their deposit, plus interest, if, after correction of the incomplete or erroneous information, the new customer's EAER Score is raised above 699.

10. New customers who are assessed a deposit under this tariff shall be allowed to pay the deposit in monthly installments, pursuant to 4 CSR 240-12.030(4)(I).

11. Equifax has provided Ameren Missouri with assurance that it has not historically, and will not in the future, change its methodology for calculation of the EAER Score. If Ameren Missouri learns that Equifax has changed the methodology or criteria used for determining its EAER Score, it will promptly notify the Commission and the parties to this case.

12. The Signatories agree that Ameren Missouri's variance request from 4 CSR 240-13.030(1)(C) is unnecessary as there will no longer be a conflict between the proposed tariff provisions and the Commission's billing regulations after the revised rules become effective on March 30, 2014.

GENERAL PROVISIONS OF AGREEMENT

13. This Stipulation is being entered into for the purpose of disposing of all issues in this case and the matters specifically addressed in the Stipulation. Except as specified herein, the Signatories 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 (c) in this proceeding should the Commission decide not to approve this Stipulation, or in any way condition its approval of the same.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 §536.500, 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 Unanimous Stipulation and Agreement.

Respectfully submitted,

UNION ELECTRIC COMPANY
d/b/a Ameren Missouri

/s/ Wendy K. Tatro

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A handwritten signature in blue ink that reads "John B. Coffman". The signature is written in a cursive style and is positioned above a horizontal line.

John B. Coffman, MBE #36591

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Attorney for the Consumers Council of Missouri

Dated: March 26, 2014

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 the service list of record this 26th day of March, 2014.

/s/ Wendy K. Tatro

Wendy K. Tatro

August 1, 2013

CUSTOMER NAME
CUSTOMER ADDRESS

DEPOSIT REQUIRED NOTICE

Service Address	Account Number	23858-02209
	Total Deposit Amount	\$374.00
	Number of Installments	3
	Installment Amount	\$124.67

Please note that a deposit is required to secure your account. The deposit amount is based on estimated service charges at this location and applicable rules, regulations, and tariffs.

Your deposit has been assessed based on your credit score returned from a national credit reporting agency during your recent application for service. Please note the credit reporting agency played no part in our decision to bill the deposit other than providing us with the credit information about you. Under the Fair Credit Reporting Act, you have the right to know the information provided to us.

Credit Score: 236 Credit Score Range: 1 - 999 Date of Credit Score: July 30, 2013
Reason(s) for Adverse Action: 00006, 00190, 00199, 00008

You may review your credit file and obtain a copy of your credit report at no charge by contacting Equifax within 60 days. To request a copy of your credit file, please contact Equifax, P.O. Box 740040, Atlanta, GA 30374-0040, or call the Equifax Customer Service toll-free number at 1.800.555.4544. You may also contact the Consumer Financial Protection Bureau at 1.855.411.2372..

If you are approved for the Low Income Home Energy Assistance Program (LIHEAP) or can provide proof of identity fraud, Ameren Missouri will not charge you a deposit. Contact us at the Customer Service number below, and we will waive the deposit or refund any deposit amounts already paid.

Your first deposit installment will appear on your next regular monthly bill, and payment will be due by the due date shown on the bill. Any remaining deposit installments will be billed similarly each month. Utility service may be disconnected for nonpayment of a deposit installment.

This deposit, plus interest when applicable, will be refunded after the deposit has been paid in full for 12 months if you have paid all undisputed utility charges prior to the delinquent date for the last twelve months.

Interest will be paid based on the rate established by Missouri Public Service Commission. Interest, when applicable, will automatically be credited to your account annually. If you close your account, the deposit, plus relevant interest, will be applied toward your final bill. Any remaining deposit money will be refunded to you automatically.

If you have any questions, you may call Customer Service during regular business hours of 7 a.m. to 7 p.m., Monday through Friday at 1.800.123.4567. For customers using Relay, dial 711.

Thank you.

Ameren Missouri complies with the Federal Equal Credit Opportunity Act, which prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of an applicant's income derives from public assistance programs, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act, now in effect or as amended.

Ameren Missouri
ADDRESS

Code	Description
00003	Length of time accounts have been opened
00006	Number of accounts reported in the past 12 months
00007	Total amount of available credit on all accounts reported in the past 12 months
00008	Number of accounts with past due balances
00010	Number of accounts reported in the past 12 months with outstanding balances
00011	Number of accounts with high balances
00015	Length of time bank revolving accounts have been opened
00019	Number of bank revolving accounts with high balances
00024	Utilization of available credit on accounts
00034	Percent of department store accounts reported in past 12 months
00035	Number of accounts ever reported 30+ days past due
00041	Percent of bank revolving accounts versus total accounts
00054	Number of credit union accounts ever reported 30+ days past due
00062	Number of accounts reported 30+ days past due in the past 24 months
00072	Number of consumer initiated inquiries in the past 12 months
00077	Utilization on revolving accounts reported in the past 6 months
00124	Number of accounts reported 60+ days late in the past 24 months and number of public records ever
00159	Number of credit union accounts
00169	Percentage of accounts paid as agreed
00181	Number of accounts opened in the past 12 months
00190	Lack of recently reported revolving account information
00191	Lack of recently reported credit union account information
00197	Lack of recently reported bank revolving account information
00198	Lack of recently reported balances on accounts
00199	Lack of recently reported status on accounts
00200	Lack of recently reported account information
00201	No recent public record information available
00218	Presence of a derogatory public record item
00322	Number of revolving trades reported in the past 12 months