

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

In the Matter of the Tariff Filing of Union	)	
Electric Company d/b/a AmerenUE to Revise	)	Case No. EO-2009-0437
the Provisions of Rider L.	)	Tariff No. JE-2009-0804

**UNANIMOUS STIPULATION AND AGREEMENT,  
AND MOTION FOR EXPEDITED TREATMENT**

COME NOW Union Electric Company d/b/a AmerenUE (AmerenUE), the Staff of the Missouri Public Service Commission (Staff), and the Office of the Public Counsel (OPC), (collectively Signatories) and for their Stipulation and Agreement (Agreement) to resolve this case, state as follows:

**Background**

1. On May 14, 2009, AmerenUE filed proposed tariff sheets to revise its Rider L program (Rider L).
2. On June 10, 2009, the Missouri Public Service Commission (Commission) suspended the proposed tariff sheets until July 9, 2009, and set this matter for hearing on June 26, 2009.
3. The Signatories, all the parties to this case, have reached an agreement on Rider L. Concurrent with this filing, AmerenUE is withdrawing the proposed tariff sheets it filed on May 14, 2009, and filing agreed-upon tariff sheets designed to implement the agreed-upon Rider L. The agreed-upon tariff sheets are also attached to this pleading as Exhibit A. The differences between the May 14<sup>th</sup> tariff sheets and Exhibit A are listed below, as well as the other terms of this Agreement. To allow the agreed-upon revisions to Rider L to be available to AmerenUE customers during this

summer, the Signatories request expedited treatment of the agreed-upon tariff sheets so that they become effective by no later than July 9, 2009.

### **Tariff Language Changes**

4. The language related to whether or not a customer who opts out of AmerenUE's demand-side management programs can participate in Rider L has been removed. This issue is intentionally not addressed in the agreed-upon tariff sheets or in this Agreement.

5. The cap on participation is set at 100 MW instead of 200 MW.

6. The capacity credit is set at \$0.20 per kWh instead of at least \$0.308 per kWh.

7. Language changes were made to eliminate the words "curtailment" and "curtail."

8. An end date for Rider L, December 31, 2011, has been added, although AmerenUE is not prohibited from filing to continue the program, or some version of the program, beyond that date.

### **Other Issues**

9. While the capacity credit in the agreed-upon tariff sheets is \$0.20 per kWh, the Staff and OPC agree to work with AmerenUE to re-evaluate the appropriate capacity credit for the summers of 2010 and 2011; however, they agree the capacity credit for 2010 and 2011 will be not less than \$0.20 per kWh.

10. The capacity and energy payments AmerenUE makes under Rider L shall be accumulated in AmerenUE's DSM regulatory asset for potential recovery from members of the customer classes that had customers who participated in Rider L.

AmerenUE will track these payments in a manner to ensure AmerenUE, the Staff and OPC are able to identify the amounts in the regulatory asset attributable to Rider L.

11. AmerenUE will estimate the impact of Rider L on AmerenUE's current Chapter 22 resource plan by comparing the present value revenue requirements of the Combined Cycle-Agg-LowNoWind resource plan from AmerenUE's 2008 Chapter 22 resource plan, a/k/a "IRP," filing with and without Rider L. This work will be completed and provided to the Staff and OPC within 30 days after Commission approval of the Rider L tariff sheets.

12. AmerenUE, the Staff and OPC agree to work together to develop by no later than September 30, 2009 an evaluation plan for Rider L. This evaluation will include at least process, impact, and cost-effectiveness evaluations of program experience through the summer of 2011 and will also include analysis of whether Rider L is expected to be cost effective over a five-year time frame, from program years 2012 through 2016. The entire evaluation will be completed by October 31, 2011.

13. AmerenUE will include in its next Chapter 22 Electric Utility Resource plan compliance filing, due February 5, 2011, a full analysis of Rider L that addresses this program in the same manner as new demand-side resource programs and provides an evaluation of Rider L.

14. AmerenUE will initiate discussions with the stakeholders from Case No. ET-2007-0459 of a potential Industrial Demand Response (IDR) program within 30 days from Commission approval of the Rider L tariff sheets that implement this Agreement. Within 60 days of Commission approval of the Rider L tariff sheets, AmerenUE will either file tariff sheets to implement a revised IDR program or AmerenUE will file a

pleading in Case No. ET-2007-0459 to inform the Commission that it has decided not to begin a revised IDR program together with AmerenUE's explanation for that decision.

15. AmerenUE shall provide to the Staff and OPC AmerenUE's planned overall demand response program portfolio for commercial and industrial customers no later than September 30, 2009. This shall include AmerenUE's evaluation of customer eligibility to participate simultaneously in more than one of its commercial or industrial demand response program offerings.

16. AmerenUE, the Staff and OPC agree to work together to develop a method to be used in determining the long-term value of capacity which may be used for revising AmerenUE's Rider L capacity credit. The Signatories agree to use best efforts to reach an agreement on this method by April 1, 2010. If AmerenUE intends to file a new demand response program prior to April 1, 2010, AmerenUE agrees to discuss the program with Staff and OPC at least 90 days prior to the intended filing date. This requirement shall not apply to the residential smart grid pilot that AmerenUE may file yet this year.

17. Within 30 days after the end of each quarter, AmerenUE shall provide to the Staff and OPC a report of the additional hourly off-system sales made during each hour for which any customer participating in Rider L during that quarter received a price response event credit. Additional sales are the extra sales that are directly enabled by, and attributable to, the load reductions made by customers during their participation in Rider L price response events.

18. To make the agreed-upon revisions to Rider L available to AmerenUE customers during this summer, the Signatories ask the Commission to expedite its review

of both this Agreement and the agreed-upon Rider L tariff sheets, so that the agreed-upon Rider L tariff sheets are effective by no later than July 9, 2009. Because customer participation in Rider L is voluntary, expedited implementation of the agreed-upon revisions to Rider L will not harm AmerenUE's customers. By requesting expedited implementation of the agreed-upon Rider L tariff sheets as part of this Agreement, the Signatories are requesting expedited treatment of the agreed-upon tariff sheets as early as possible.

### **GENERAL PROVISIONS OF AGREEMENT**

19. Any Signatory may file suggestions, a memorandum or other pleading in support of this Agreement. Each Signatory shall have the right to file suggestions, a memorandum or other pleadings in response. The contents of any such suggestions, memorandum or other pleading provided by any Signatory will be its own.

20. This Agreement is being entered into solely for the purpose of disposing of this Case No. EO-2009-0437. Except as expressly and specifically addressed otherwise in this Agreement, no Signatory to this Agreement shall be deemed to have approved, accepted, agreed, consented, or acquiesced in, including without limitation, any procedural principle, question of Commission authority, accounting authority order principle, cost of capital principle or methodology, capital structure principle or methodology, decommissioning methodology, ratemaking principle, valuation methodology, cost of service methodology or determination, depreciation principle or method, rate design methodology, cost allocation principle or methodology, cost recovery principle or methodology, or prudence question that may underlie this Agreement, or for which provision is made in this Agreement.

21. This Agreement represents 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; (c) in any pending judicial review and/or appeal; and/or (d) in this proceeding should the Commission decide not to approve this Agreement, or in any way condition its approval of same.

22. The provisions of this Agreement have resulted from extensive negotiations between the Signatories and are interdependent. If the Commission does not approve and adopt the terms of this Agreement in total, it shall be void and none of the Signatories shall be bound, prejudiced, or in any way affected by any of the agreements or provisions hereof, unless otherwise agreed to by the Signatory.

23. 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.

24. This Agreement does not constitute a contract with the Commission. Acceptance of this Agreement 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 Agreement 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.

25. If the Commission does not unconditionally approve this Agreement without modification, and notwithstanding its provision that it shall become void thereon, 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 to a hearing on the issues presented by this Agreement, for cross-examination, or for a decision in accordance with Section 536.080 RSMo 2000 or Article V, Section 18 of the Missouri Constitution, and each Signatory 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 thereupon 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, unless otherwise agreed to by all of the Signatories.

26. If the Commission accepts the specific terms of this Agreement, the Signatories waive their respective rights to cross-examine witnesses; their respective rights to present oral argument and written briefs pursuant to Section 536.080.1 RSMo 2000; and their respective rights to judicial review pursuant to Section 386.510 RSMo 2000. The Signatories agree that the pre-filed testimony and exhibits of the Signatories shall be entered into the record without the necessity of the witnesses taking the witness stand.

27. If the Commission has questions for representatives or witnesses of one or more of the Signatories, the Signatories shall make available, at any on-the-record session, their witnesses and attorneys for the issues settled by this Agreement, provided

that all of the Signatories are given adequate notice of the on-the-record session. The Signatories agree to cooperate in presenting this Agreement to the Commission for approval, and shall take no action, directly or indirectly, in opposition to approval of this Agreement.

28. This Agreement embodies the entirety of the agreements between the Signatories in this case and may be modified by the Signatories only by a written amendment executed by all of the Signatories.

WHEREFORE, for the foregoing reasons, the undersigned Signatories respectfully request that the Commission expeditiously issue its Orders approving all of the specific terms and conditions of this Unanimous Stipulation and Agreement, and approving the agreed-upon Rider L tariff sheets so that they become effective by no later than July 9, 2009.

Respectfully Submitted,

**UNION ELECTRIC COMPANY,  
d/b/a AmerenUE**

**/s/ Wendy K. Tatro**

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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 22nd day of June, 2009.

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/s/ Wendy K. Tatro

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