

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

In the Matter of the Application of)	
Union Electric Company for Authority)	
To Continue the Transfer of)	Case No. EO-2011-0128
Functional Control of Its Transmission)	
System to the Midwest Independent)	
Transmission System Operator, Inc.)	

NON-UNANIMOUS STIPULATION AND AGREEMENT

As a result of discussions among the Staff of the Missouri Public Service Commission (“Staff”), Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri”), the Midwest Independent Transmission System Operator, Inc. (the “Midwest ISO”), and the Missouri Industrial Energy Consumers (“MIEC”) (collectively, the “Signatories,” and individually, a “Signatory”), the Signatories hereby submit to the Missouri Public Service Commission (“MoPSC”) for its consideration and approval this Non-Unanimous Stipulation and Agreement (the “2011 Stipulation”), in resolution of Case No. EO-2011-0128. The Office of the Public Counsel (“OPC”), The Empire District Electric Company (“Empire”), the Southwest Power Pool, Inc. (“SPP”) and the Missouri Joint Municipal Electric Utility Commission (“MJMEUC”), the four non-Signatory parties (together with Signatories are collectively referred to as “Stakeholders” and comprise all parties of record), to this case, have been advised of the terms of this 2011 Stipulation.

With regard to this 2011 Stipulation, the Signatories state as follows:

A. Background

1. On February 26, 2004, the MoPSC approved a Stipulation and Agreement (the “2004 Stipulation”) in MoPSC Case No. EO-2003-0271, authorizing Ameren Missouri, with

conditions, to transfer functional control of its electric transmission system to the Midwest ISO, via participation in GridAmerica, LLC (“GridAmerica”), an independent transmission company (“ITC”) then operating within the footprint of the Midwest ISO. *See Order Approving Stipulation and Agreement*, effective March 7, 2004 (the “2004 Order”). The authorization granted by the MoPSC was for a term beginning on the date Ameren Missouri transferred functional control of its transmission system to the Midwest ISO, and ending on the fifth anniversary of the date of transfer. *2004 Stipulation*, § B.I.(A).

2. A condition of the 2004 Order was Federal Energy Regulatory Commission (“FERC”) approval of the Agreement for the Provision of Transmission Service to Bundled Retail Load (“Service Agreement”) called for by the 2004 Stipulation. *2004 Order*, p. 2. The Service Agreement was entered into between Ameren Missouri and the Midwest ISO to codify the terms and conditions under which the Midwest ISO would provide transmission service to serve Ameren Missouri’s bundled retail load, and also to preserve the MoPSC’s jurisdiction to determine the transmission component of Ameren Missouri’s bundled retail rates. Ameren Missouri and the Midwest ISO filed the Service Agreement with the FERC on February 19, 2004.

3. On March 25, 2004, the FERC approved the Service Agreement. *See FERC Docket No. ER04-571-000*. Thereafter, on May 1, 2004, Ameren Missouri transferred functional control of its transmission system as contemplated by the 2004 Stipulation and 2004 Order.

4. The 2004 Stipulation contains a provision allowing Ameren Missouri to withdraw from the GridAmerica ITC, while continuing its participation in the Midwest ISO without seeking further permission from the MoPSC. *2004 Stipulation*, § X. Ameren Missouri exercised that right by notice given to the GridAmerica ITC on April 6, 2005, with its withdrawal from the

GridAmerica ITC becoming effective on November 1, 2005. Since that time, Ameren Missouri has continued to participate in the Midwest ISO directly and not through a contractual relationship with the GridAmerica ITC.¹

5. On November 1, 2007, pursuant to the terms of the 2004 Stipulation, Ameren Missouri filed an Application respecting its continued Midwest ISO participation, and also filed the results of the cost-benefit study required by the 2004 Stipulation, initiating Case No. EO-2008-0134.

6. On June 30, 2008, the Signatories agreed to resolve Case No. EO-2008-0134 by filing a Stipulation and Agreement (the “2008 Stipulation”) that called for an extension of the MoPSC’s permission for Ameren Missouri to participate in the Midwest ISO through April 30, 2012. The MoPSC approved the 2008 Stipulation by order dated September 9, 2008. *See Order Approving Stipulation and Agreement*, effective September 19, 2008. The 2008 Stipulation required Ameren Missouri to initiate another case respecting its Midwest ISO participation by November 1, 2010.

7. On November 1, 2010, Ameren Missouri initiated the present case, as required by the 2008 Stipulation, and included in that filing the results of an updated cost-benefit study showing that continued Midwest ISO participation versus the other alternative studied (operation as an Independent Coordinator of Transmission (“ICT”) since SPP does not currently have a functioning Day 2 market) had a net present value benefit of approximately \$70 million through December 31, 2013. Thereafter, as part of its filing of direct testimony on July 31, 2011, the Company updated its cost-benefit study with study results indicating that continued Midwest ISO

¹ Ameren Missouri advised the parties that it elected to withdraw from participation through the GridAmerica ITC because it determined that continued participation in the Midwest ISO through the GridAmerica ITC would not provide it with significant added value over participating directly in the Midwest ISO.

participation versus operation as an ICT had a net present value benefit through 2014 of approximately \$105 million.

8. Thereafter, Stakeholders filed rebuttal testimony on September 14, 2011, the Staff filed supplemental rebuttal on October 31, 2011, and the Company and some Stakeholders filed surrebuttal testimony on November 1, 2011. Taken together, the rebuttal and surrebuttal testimony indicates that the Stakeholders have no material disagreements regarding the Company's updated cost-benefit study results, and have no material disagreements regarding the appropriateness of extending the interim and conditional permission for Ameren Missouri to participate in the Midwest ISO.

B. Stipulations

9. Approval/Term. The Signatories agree that the MoPSC should conditionally approve, on an interim basis, Ameren Missouri's continued RTO participation in the Midwest ISO substantially as described in Ameren Missouri's filing dated November 1, 2010 on the basis of finding that, subject to the conditions and modifications set forth below, said participation is not detrimental to the public interest. The Signatories agree that Ameren Missouri's decision to continue its participation in the Midwest ISO on an interim and conditional basis under the terms provided for in this 2011 Stipulation is prudent and reasonable. The Signatories further agree that the approval is interim and conditional during a term ending May 31, 2016; provided, however, that if the MoPSC has not (by May 31, 2016) further extended its approval of Ameren Missouri's Midwest ISO participation beyond May 31, 2016, the Company shall be deemed to have MoPSC permission to continue its Midwest ISO participation for the additional time necessary to re-establish functional control of its transmission system so that it may operate the same as an ICT, or to transfer functional control of the same to another RTO, as the case may be,

and provided further that the extended permission granted herein is subject to the provisions of subparagraphs a and f of paragraph 10.

10. Terms of Continued Participation.

a. Material Change. Notwithstanding the extended period of authority for Midwest ISO participation provided for in paragraph 9 of this 2011 Stipulation, a Stakeholder may request that the MoPSC initiate a docket (or the MoPSC may do so on its own motion) prior to November 15, 2015, to investigate whether a material event occurring after this docket is of such a magnitude that it presents a substantial risk that continued participation in the Midwest ISO on the terms and conditions contained herein has become detrimental to the public interest.

b. Additional Analysis. In recognition of the fact that under this 2011 Stipulation Ameren Missouri's participation in the Midwest ISO beyond the period specified in paragraph 9 above would require further authority from the MoPSC, and assuming that Ameren Missouri has not earlier requested withdrawal or that withdrawal has not otherwise occurred due to the application of subparagraphs a or f of this paragraph, Ameren Missouri agrees, by September 30, 2014, to contact and consult with the Stakeholders to review with the Stakeholders the additional analysis (the "Tentative Analysis") Ameren Missouri believes is appropriate and necessary respecting Ameren Missouri's post-May 31, 2016 RTO participation or its operation as an ICT. Such a study, at a minimum, will examine continued Midwest ISO participation versus participation in SPP and continued Midwest ISO participation versus operation as an ICT. Moreover, such a study will examine a period post-May 31, 2016 of not less than five years or more than 10 years. After taking into consideration in good faith the comments and input from the Stakeholders respecting the Tentative Analysis, Ameren Missouri will, by December 1, 2014, advise the Stakeholders of the specific parameters (but including the minimum requirements

provided for above) of the analysis Ameren Missouri intends to conduct (the “Actual Analysis”) and, by November 15, 2015, shall file a pleading, along with the results of the Actual Analysis, regarding the matter of Ameren Missouri’s continued RTO participation or its possible operation as an ICT beyond May 31, 2016. Ameren Missouri’s November 15, 2015 filing will also address, among other things, whether the Service Agreement or similar mechanism for the provision of transmission service to Missouri Bundled Retail Load should continue to remain in effect between Ameren Missouri and any RTO in which Ameren Missouri may participate beyond May 31, 2016. Without limiting the Stakeholders’ ability to comment and provide input on the Tentative Analysis, the following shall also apply to the Actual Analysis to be submitted in connection with Ameren Missouri’s November 15, 2015 filing: (a) Ameren Missouri shall work with the Staff, Public Counsel, and MIEC and give them substantive input regarding the development of the specific methodology, inputs, outputs and other features to be included in the Actual Analysis, provided, however, Ameren Missouri shall advise and update the Midwest ISO and SPP regarding the same; (b) to maintain its independence and control of the Actual Analysis, Ameren Missouri (or Ameren Services on its behalf), will act as the project manager with respect to such analysis and will engage and direct the work of Ameren Missouri or Ameren Services employees or consultants assigned or retained to perform the Actual Analysis; and (c) subject to any applicable privilege recognized by law and the provisions of the MoPSC’s rule respecting confidential information, (i) Staff, Public Counsel, and MIEC will be given meaningful and substantial access to data necessary for, and used in, preparing the Actual Analysis, will have access to employees or consultants utilized by Ameren Missouri to perform the Actual Analysis, and will be given the opportunity to have meaningful input in the preparation of the Actual Analysis, provided, however, Ameren Missouri shall advise and consult with the Midwest ISO

and SPP regarding the same, and (ii) Ameren Missouri will provide regular reports respecting the progress and, if requested, reasonable details of the Actual Analysis to any party to this docket requesting such updates and/or information. If a difference of opinion regarding the scope, particular details or preliminary assumptions that are necessary to and part of any supporting analysis to be performed by Ameren Missouri arises, Ameren Missouri will ultimately have the responsibility for and the burden of presenting an analysis in support of whatever position it deems appropriate and necessary at the time of its November 15, 2015 filing. Accordingly, Ameren Missouri will be entitled to maintain a level of independence and control of any such analysis, while the other parties retain their right to oppose or provide alternative positions.

c. Incentive Adders. Ameren Missouri acknowledges that the Service Agreement's primary function is to ensure that the MoPSC continues to set the transmission component of Ameren Missouri's rates to serve its Bundled Retail Load. Consistent with Section 3.1 of the Service Agreement and its primary function, to the extent that the FERC offers incentive "adders" for participation in an RTO or in an ICT to the rate of return allowed for providing Transmission Service² to wholesale customers within the Ameren zone, such incentive adders shall not apply to the transmission component of rates set for Bundled Retail Load by the MoPSC.

d. Network Transmission Service. Currently, FERC requires Bundled Retail Load served by Midwest ISO Transmission Owners to take Transmission Service under the Midwest ISO's Energy Markets Tariff ("EMT"). If Ameren Missouri is at some point not required to take Transmission Service for Bundled Retail Load under the EMT, then, and in such event, the Service Agreement will terminate concurrently with the point in time when Ameren Missouri is

² As that term is defined in the Service Agreement.

no longer required to take Transmission Service for Bundled Retail Load under the EMT, but such termination of the Service Agreement under this subparagraph d will not affect Ameren Missouri's membership participation status in the Midwest ISO and the MoPSC shall continue to have jurisdiction over the transmission component of the rates set for Bundled Retail Load. As a participant in the Midwest ISO, Ameren Missouri may remain subject to charges from the Midwest ISO for Bundled Retail Load under the EMT that are assessed ratably to all load-serving utilities who are participants in the Midwest ISO, but who are not taking Transmission Service for their Bundled Retail Load under the EMT. No ratemaking treatment has been adopted for these charges.

e. Continued Effectiveness of the Service Agreement. The Service Agreement (unless it is terminated pursuant to its terms) is an integral part of the 2011 Stipulation, including the Service Agreement's primary function to ensure that the MoPSC continues to set the transmission component of Ameren Missouri's rates to serve its Bundled Retail Load, and will continue in its current form; provided, that the MoPSC will have the right to rescind its approval of Ameren Missouri's participation in the Midwest ISO and to require Ameren Missouri to withdraw on any of the following bases:

- (i) The issuance by the FERC of an order or the adoption by the FERC of a final rule or regulation, binding on Ameren Missouri, that has the effect of precluding the MoPSC from continuing to set the transmission component of Ameren Missouri's rates to serve its Bundled Retail Load; or
- (ii) The issuance by the FERC of an order or the adoption by the FERC of a final rule or regulation, binding on Ameren Missouri, that has the effect of amending, modifying,

changing, or abrogating in any material respect any term or condition of the Service Agreement previously approved by the MoPSC and by the FERC.

Ameren Missouri will immediately notify the Stakeholders if Ameren Missouri becomes aware of the issuance of any order, rule or regulation amending, modifying, changing, or abrogating any term or condition of the Service Agreement. Any Stakeholder is free to make a filing with the MoPSC as a result of an action by FERC as described in subsections (i) or (ii) above, but must do so within ninety (90) days after Ameren Missouri has provided notification under this Paragraph of such FERC action. Any Stakeholder not making a filing with the MoPSC within the 90-day time frame provided for above shall be deemed to have waived its right to make a filing with the MoPSC in response to such FERC action.

Any subsequent order issued by the MoPSC that, on a basis provided for in subsections (i) or (ii) of this subparagraph d, terminates the MoPSC's approval of Ameren Missouri's participation in the Midwest ISO shall be effective when Ameren Missouri has re-established functional control of its transmission system as a transmission provider (or transfers functional control to another entity depending on further orders of the MoPSC and the FERC).

Notwithstanding any term or condition provided for in this subparagraph e, any termination of the Service Agreement that might occur under Section 2.4 of the Service Agreement shall not constitute an action of the FERC described in subsections (i) or (ii) above of this subparagraph e, and shall therefore not trigger the MoPSC's right to require withdrawal as provided for in subparagraph e.

f. Withdrawal. If withdrawal from the Midwest ISO occurs as provided for in subparagraph e of this paragraph or as a result of a docket initiated under subparagraph a of this

paragraph, or if the permission contemplated hereby is not extended beyond May 31, 2016, Ameren Missouri will have to re-establish functional control of its transmission system as a transmission provider or, depending upon further orders of the MoPSC and the FERC, may have to transfer functional control of its transmission system to another entity. In either case, Ameren Missouri would have to give notice to the Midwest ISO of its withdrawal. Under Article Five of the Service Agreement, such notice shall not be effective before December 31 of the calendar year following the calendar year in which notice is given by Ameren Missouri to the Midwest ISO. In order for possible withdrawal from the Midwest ISO to occur no later than May 31, 2016, a decision with respect to Ameren Missouri's continued Midwest ISO participation would need to be issued by the MoPSC no later than December 15, 2015.

g. Securitization. Ameren Missouri acknowledges and agrees that in the event Ameren Missouri desires to securitize the revenues associated with its transmission system, Ameren Missouri is required to obtain additional permission and approval from the MoPSC prior to securitizing the revenues associated with its transmission system.³

h. Fundamental Change in Participant Status. If Ameren Missouri decides to seek any fundamental change in its membership participation or membership status in the Midwest ISO, it shall seek prior approval from the MoPSC no later than five (5) business days after the date of its filing with the FERC for FERC authorization of this change.

i. Investigatory docket. Ameren Missouri and Ameren Transmission Company ("ATX") (collectively, for purposes of this subparagraph i, "Ameren") agree to participate in an

³ "Securitization," as used herein, does not include a grant by Ameren Missouri of a security interest in its transmission assets as security for a loan made to Ameren Missouri in the ordinary course of Ameren Missouri's business. "Securitization," as used herein, refers to the situation where Ameren Missouri might choose to sell, in exchange for an upfront payment, the revenue stream that would otherwise flow to Ameren Missouri from Ameren Missouri's transmission system.

investigatory docket to be initiated by the MoPSC within 60 days after the effective date of the MoPSC's order approving this 2011 Stipulation. The purpose of such investigatory docket shall be to investigate plans during the next 10 years for Ameren or another Ameren affiliate to build transmission in Ameren Missouri's service territory. An "affiliate" for purposes of this subparagraph shall be defined according to the definition of "affiliated entity" in the MoPSC's Affiliate Transaction Rule applicable to electric utilities. Ameren agrees not to object to discovery requests relating to plans during the next 10 years for Ameren or another Ameren affiliate to build transmission in Ameren Missouri's service territory on the grounds that: (a) the discovery does not seek information that is relevant to such transmission issues; or (b) the data request seeks information that is not in Ameren's possession if the information is in the possession of an Ameren affiliate. By agreeing to participate in the docket Ameren is not waiving any applicable privilege and reserves the right to object if a discovery request asks for opinions (not facts or existing data), asks for legal conclusions, asks Ameren to perform analyses that do not already exist, or is vague, unduly burdensome, or overly broad. Ameren's agreement to participate in said investigatory docket is conditioned upon the investigatory docket being closed no later than 10 months after the MoPSC initiates it. Neither ATX nor any Ameren affiliate who provides information in connection with the investigatory docket shall be deemed to have conceded that the MoPSC has jurisdiction over them, or could otherwise compel them to participate in the investigatory docket or to provide such information, absent the agreement to do so reflected in this subparagraph i.

j. Rate Treatment – Affiliate-Owned Transmission. With respect to transmission facilities located in Ameren Missouri's certificated service territory that are constructed by an Ameren affiliate and that are subject to regional cost allocation by the Midwest ISO: Ameren

Missouri agrees that for ratemaking purposes in Missouri the costs allocated to Ameren Missouri by the Midwest ISO will be adjusted by an amount equal to the difference between: (i) the annual revenue requirement for such facilities that would have resulted if Ameren Missouri's MoPSC-authorized ROE and capital structure had been applied and there had been no CWIP (if applicable) applied to such facilities and (ii) the annual FERC-authorized revenue requirement for such facilities. The ratemaking treatment agreed to in this subparagraph j will, unless otherwise agreed, end with the MoPSC's next order (after its order resolving this docket) respecting Ameren Missouri's participation in the Midwest ISO, another RTO or operation as an ICT.

C. Effect of 2011 Stipulation

11. None of the Signatories shall be deemed to have approved or acquiesced in any question of MoPSC authority, accounting authority order principle, cost of capital methodology, capital structure, decommissioning methodology, ratemaking or procedural principle,⁴ valuation methodology, cost of service methodology or determination, depreciation principle or method, rate design methodology, jurisdictional allocation methodology, cost allocation, cost recovery, or question of prudence⁵, that may underlie this 2011 Stipulation, or for which provision is made in this 2011 Stipulation.

12. This 2011 Stipulation represents a negotiated settlement. Except as specified herein, the Signatories to this 2011 Stipulation shall not be prejudiced, bound by, or in any way affected by the terms of this 2011 Stipulation: (i) in any future proceeding; (ii) in any proceeding currently pending under a separate docket; and/or (iii) in this proceeding should the

⁴ Except as provided for in paragraph 10.i.

⁵ Except as provided for in paragraph 9.

MoPSC decide not to approve this 2011 Stipulation, or in any way condition its approval of same.

13. The provisions of this 2011 Stipulation have resulted from extensive negotiations among the Signatories and the provisions are interdependent.

14. In the event that the MoPSC does not approve and adopt the terms of this 2011 Stipulation in total, or approves this 2011 Stipulation with modifications or conditions that a Signatory objects to, it shall be void and no Signatory shall be bound, prejudiced, or in any way affected by any of the agreements or provisions hereof.

15. When approved and adopted by the MoPSC, this 2011 Stipulation shall constitute a binding agreement between the Signatories hereto. The Signatories shall cooperate in defending the validity and enforceability of this 2011 Stipulation and the operation of this 2011 Stipulation according to its terms. Nothing in this 2011 Stipulation is intended to impinge, restrict or limit in any way Public Counsel's discovery powers, including the right to access information and investigate matters related to Ameren Missouri.

16. This 2011 Stipulation does not constitute a contract with the MoPSC. Acceptance of this 2011 Stipulation by the MoPSC shall not be deemed as constituting an agreement on the part of the MoPSC to forego, during the term of this 2011 Stipulation, the use of any discovery, investigative or other power which the MoPSC presently has. Thus, nothing in this 2011 Stipulation is intended to impinge or restrict in any manner the exercise by the MoPSC of any statutory right, including the right to access information, or any statutory obligation.

17. The terms, conditions, and covenants in this 2011 Stipulation shall be of no further force or effect from and after the expiration or termination of Ameren Missouri's authority to participate in an RTO as contemplated herein.

D. MoPSC Approval of the 2011 Stipulation

18. If requested by the MoPSC, the Staff shall submit to the MoPSC a memorandum addressing any matter requested by the MoPSC. Ameren Missouri and the other Stakeholders shall be served with a copy of any such memorandum and shall be entitled to submit to the MoPSC, within five (5) business days of receipt of the same, a responsive memorandum, which shall also be served on all Stakeholders. The contents of any memorandum provided by any Signatory are its own and are not acquiesced in or otherwise adopted by the other Signatories to this Stipulation, whether or not the MoPSC approves and adopts this Stipulation.

19. If the MoPSC has questions for the Signatories, the Signatories will make available, at any on-the-record session, their witnesses and attorneys so long as all parties have had adequate notice of that session. The Signatories agree to cooperate in presenting this 2011 Stipulation to the MoPSC for approval, and will take no action, direct or indirect, in opposition to the request for approval of this 2011 Stipulation.

20. If the MoPSC does not unconditionally approve this 2011 Stipulation without modification, and notwithstanding its provision that it shall become void thereon, neither this 2011 Stipulation, nor any matters associated with its consideration by the MoPSC, shall be considered or argued to be a waiver of the rights that any party has to a hearing on the issues presented by the 2011 Stipulation, 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 the parties shall retain all procedural and due process rights as fully as though this 2011 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 2011 Stipulation 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 MoPSC for any further purpose whatsoever.

21. In the event the MoPSC accepts the specific terms of the 2011 Stipulation, the parties waive their respective rights to call, examine and cross-examine witnesses, pursuant to Section 536.070(2) RSMo 2000; their respective rights to present oral argument and written briefs pursuant to Section 536.080.1 RSMo 2000; their respective rights to the reading of the transcript by the MoPSC pursuant to Section 536.080.2 RSMo 2000; their respective rights to seek rehearing, pursuant to Section 386.500 RSMo 2000; and their respective rights to judicial review pursuant to Section 386.510 RSMo 2000. This waiver applies only to a MoPSC Report and Order respecting this 2011 Stipulation issued in this proceeding, and does not apply to any matters raised in any subsequent MoPSC proceeding, or any matters not explicitly addressed by this 2011 Stipulation.

E. Miscellaneous

22. Counterparts. This 2011 Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. The agreements of the Signatories shall be binding on and inure to the benefit of their respective successors and assigns. The paragraph and subparagraph headings and captions are for the convenience of the reader only and are not intended to be a part of this 2011 Stipulation.

23. Notices. Any notice required or permitted under this 2011 Stipulation shall be valid only if in writing, delivered personally, by commercial carrier, sent by U.S. Mail, sent by confirmed telefacsimile transmission, or sent by e-mail, to counsel for each Signatory at the addresses, telefacsimile numbers, or e-mail addresses set forth with their signatures below, or to such other addresses, telefacsimile numbers, or e-mail addresses as a Signatory may designate by notice to the other Signatories. A validly given notice will be effective when delivered personally, by telefacsimile, or by a commercial courier, when sent by certified mail with return receipt requested, postage prepaid, or when sent by e-mail.

Dated: November 17, 2011.

Respectfully submitted,
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served via e-mail, to the following parties, on the 17th day of November, 2011, as follows:

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