

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

**In the Matter of Union Electric Company d/b/a                    )**  
**Ameren Missouri’s Tariffs to Adjust Its                            )**           **File No. ER-2024-0319**  
**Revenues for Electric Service    )**

**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”), Missouri Industrial Energy Consumers (“MIEC”), Midwest Energy Consumers Group (“MECG”), Consumers Council of Missouri (“CCM”), AARP, Renew Missouri, and Metropolitan Congregations United (collectively “Signatories”), who present to the Missouri Public Service Commission (“Commission”) for approval this Stipulation and Agreement (“*Stipulation*”) commemorating an agreement between the Signatories resolving the issues in this case related to Ameren Missouri's rate design and certain other issues not reserved herein. In support of this *Stipulation*, the Signatories respectfully state as follows:

**BACKGROUND**

1. On June 28, 2024, Ameren Missouri filed tariff sheets designed to implement a general rate increase for its electric service territory, together with supporting testimony. The Commission issued a procedural schedule in its August 28, 2024, *Order Setting Procedural Schedule and Adopting Test Year*. This procedural schedule scheduled a settlement conference to commence on February 19, 2025.

2. The Signatories began negotiations on the first day of the settlement conference and have continued to work to determine whether a resolution of issues could be mutually reached in advance of the evidentiary hearings. As a result of these discussions, the Signatories filed a Stipulation and Agreement on March 14, 2025, which resolved all revenue requirement issues in

the case. Further discussions have resulted in an agreement to resolve all remaining matters, specifically class cost of service and rate design matters, which has removed the need for any hearing in this case.

### **SPECIFIC TERMS AND CONDITIONS**

3. Rates by Class. The Signatories agree that the impact of the revenue requirement increase necessitated by the revenue requirement Stipulation and Agreement shall be reflected in rates, which are attached as Exhibit A to this agreement.

4. Impact of Commission Decision in File No. EO-2023-0448. The rates set forth in the attachment presume the Commission will set the contribution rate for the Callaway decommissioning fund as zero in File No. EO-2023-0448. If the Commission determines that a higher level of customer contribution is required, the attached rates will be adjusted on an equal percentage basis to reflect the higher revenue requirement.

5. Electric Vehicle Tariff. The EV tariff issue is to be moved into the Non-Residential Rate Design working docket. Parties agree that Ameren Missouri will evaluate the billing impacts of MECG's optional EV charging rate for 3M and 4M classes contained in the testimony of Eric Austin but limited to customers with a 15% maximum load factor. Ameren Missouri will provide its findings and results to stakeholders in the working docket by the end of 2025.

6. The Office of the Public Counsel and Sierra Club have indicated to counsel that while they will not sign this Stipulation, they also do not oppose it.

## GENERAL PROVISIONS

7. This *Stipulation* is being entered into to settle all remaining issues in this case, namely those listed in the Joint List of Issues filed on March 4, 2025, and unless otherwise specifically set forth herein represents a settlement on a mutually agreeable outcome without resolution of specific issues of law or fact. This *Stipulation* is intended to relate *only* to the specific matters referred to herein; no Signatory waives any claim or right which it may otherwise have with respect to any matter not expressly provided for herein. No Signatory will be deemed to have approved, accepted, agreed, consented, or acquiesced to any substantive or procedural principle, treatment, calculation, or other determinative issue underlying the provisions of this *Stipulation* except as otherwise specifically set forth herein. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this *Stipulation* in any other proceeding, regardless of whether this *Stipulation* is approved.

8. This *Stipulation* has resulted from extensive negotiations among the Signatories and the terms hereof are interdependent. In the event the Commission does not approve this *Stipulation* or approves it with modifications or conditions to which a Signatory objects, then this *Stipulation* shall be null and void, and no Signatory shall be bound by any of its provisions.

9. If the Commission does not approve this *Stipulation* unconditionally and 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 536.090, RSMo 2016 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.

10. If the Commission unconditionally accepts the specific terms of this *Stipulation* without modification, the Signatories waive, with respect only to the issues resolved herein: their respective rights (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2), RSMo 2016; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2016; (3) their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo 2016; (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2016; and (5) their respective rights to judicial review pursuant to Section 386.510, RSMo Supp. 2020. 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*.

11. The Signatories shall also have the right to provide, at any agenda meeting at which this *Stipulation* is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that each Signatory shall, to the extent reasonably practicable, provide the other parties with advance notice of the agenda meeting for which the response is requested. Signatory's oral explanations shall be subject to public disclosure, except to the extent they refer to matters that are privileged or protected from disclosure pursuant to the Commission's rules on confidential information.

12. This *Stipulation* contains the entire agreement of the Signatories concerning the issues addressed herein.

13. This *Stipulation* does not constitute a contract with the Commission and is not intended to impinge upon any Commission claim, right, or argument by virtue of the *Stipulation's* approval. 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 or as an acquiescence of any underlying issue. 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.

14. The Signatories agree that this *Stipulation*, except as specifically noted herein, resolves all issues related to these topics, and that the *Stipulation*, including its exhibits should be received into the record without the necessity of any witness taking the stand for examination. Further, contingent upon Commission approval of this *Stipulation* without modification, the Signatories hereby stipulate to the admission into the evidentiary record of the pre-filed written testimony of their witnesses who opined on the issues addressed herein.

**WHEREFORE**, the Signatories respectfully request that the Commission approve this *Stipulation and Agreement* and grant any other and further relief as it deems just and equitable.

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 hand- delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 20th day of March 2025, to counsel for all parties on the Commission's service list in this case.

**/s/ Mark Johnson** \_\_\_\_\_  
Mark Johnson

## Ameren Missouri ER-2024-0319

## Residential Service

## Billing Components

<b><u>Summer (June - September)</u></b>	<b>Prior Rate</b>	<b>New Rate</b>
<b>Customer Charge</b>		
Customer Charge 1M	\$9.00	\$9.00
Customer Charge 1MTOD	\$9.00	\$9.00
Customer Charge EVE/MORN	\$9.00	\$9.00
Customer Charge OVERNIGHT	\$9.00	\$9.00
Customer Charge SMART	\$9.00	\$9.00
Customer Charge ULTIMATE	\$9.00	\$9.00
<b>Energy Charge</b>		
1M	\$0.1372	\$0.1560
Eve/Morn	\$0.1340	\$0.1524
TOD off peak	\$0.0828	\$0.0942
TOD on peak	\$0.3530	\$0.4015
Overnight off peak	\$0.0644	\$0.0732
Overnight on peak	\$0.1617	\$0.1839
Smart off peak	\$0.0674	\$0.0767
Smart mid peak	\$0.1069	\$0.1216
Smart on peak	\$0.3562	\$0.4051
Ultimate off peak	\$0.0508	\$0.0578
Ultimate on peak	\$0.3001	\$0.3413
Eve/Morn On peak adj	\$0.0050	\$0.0057
<b>Demand Charge</b>	\$8.16	\$9.28
<b><u>Winter (October - May)</u></b>		
<b>Customer Charge</b>		
Customer Charge 1M	\$9.00	\$9.00
Customer Charge 1MTOD	\$9.00	\$9.00
Customer Charge EVE/MORN	\$9.00	\$9.00
Customer Charge OVERNIGHT	\$9.00	\$9.00
Customer Charge SMART	\$9.00	\$9.00



Customer Charge ULTIMATE	\$9.00	\$9.00
<b>Energy Charge</b>		
1M, TOD, Overnight & Smart Block 1	\$0.0934	\$0.1062
1M, TOD, Overnight & Smart Block 2	\$0.0627	\$0.0714
Eve/Morn Block 1	\$0.0919	\$0.1045
Eve/Morn Block 2	\$0.0616	\$0.0701
Overnight Off pk	\$0.0555	\$0.0631
Overnight On pk	\$0.0910	\$0.1034
Smart off peak	\$0.0558	\$ 0.0635
Smart mid peak	\$0.0684	\$ 0.0778
Smart on peak	\$0.1907	\$0.2169
Ultimate off peak	\$0.0449	\$0.0511
Ultimate on peak	\$0.1632	\$0.1856
Eve/Morn Off peak adj	\$0.0025	\$0.0028
<b>Demand Charge</b>	\$3.37	\$3.83
Low Income Charge	\$0.14	\$0.19
Community Solar Facilities Portion	\$0.0361	\$0.0411
Rider CSP Facilities	\$0.0700	\$0.0796

### Small General Service

#### Billing Components

<b>Summer (June - September)</b>	<b>Prior Rate</b>	<b>New Rate</b>
<b>Customer Charge</b>		
Single Phase	\$11.96	\$13.46
Three Phase	\$22.87	\$25.73
Single Phase TOD	\$22.91	\$13.46
Three Phase TOD	\$44.74	\$25.73
Unmetered	\$6.34	\$7.14
Single Phase Overnight	\$11.96	\$13.46
Three Phase Overnight	\$22.87	\$25.73
TOU unmetered	\$6.34	\$7.14

<b>Energy Charge</b>		
Summer	\$0.1197	\$0.1346
Summer TOD On Peak	\$0.1779	\$0.2001
Summer TOD Off Peak	\$0.0726	\$0.0817
Cellnet	\$0.0517	\$0.0581
Overnight off peak	\$0.0791	\$0.0890
Overnight on peak	\$0.1324	\$0.1489
<b>Winter (October - May)</b>		
<b>Customer Charge</b>		
Single Phase	\$11.96	\$13.46
Three Phase	\$22.87	\$25.73
Single Phase TOD	\$22.91	\$13.46
Three Phase TOD	\$44.74	\$25.73
Unmetered	\$6.34	\$7.14
Single Phase Overnight	\$11.96	\$13.46
Three Phase Overnight	\$22.87	\$25.73
TOU unmetered	\$6.34	\$7.14
<b>Energy Charge</b>		
Base Use	\$0.0894	\$0.1005
Seasonal Use	\$0.0516	\$0.0581
Winter TOD On Peak	\$0.1172	\$0.1318
Winter TOD Off Peak	\$0.0535	\$0.0602
Cellnet	\$0.0517	\$0.0581
Overnight off peak	\$0.0563	\$0.0633
Overnight on peak	\$0.0883	\$0.0993
Low Income Charge	\$0.2000	\$0.26
Community Solar Facilities Portion	\$0.0262	\$0.0295
Rider CSP Facilities	\$0.0559	\$0.0629

## Large General Service

### Billing Components

<b>Summer (June - September)</b>	<b>Prior Rate</b>	<b>New Rate</b>
Customer Charge	\$108.44	\$120.23
<b>Energy Charge</b>		
First 150 kWh per KW	\$0.1112	\$0.1233
Next 200 kWh per KW	\$0.0836	\$0.0927
All over 350 kWh per KW	\$0.0563	\$0.0624
Off Peak kWh summer	-\$0.0065	\$(0.0079)
On Peak kWh summer	\$0.0114	\$0.0114
Summer demand	\$6.19	\$7.43
<b>Winter (October - May)</b>		
Customer Charge	\$108.44	\$120.23
<b>Energy Charge</b>		
Seasonal Energy Charge	\$0.0408	\$0.0453
Base 1 kwh	\$0.0698	\$0.0774
Base 2 kWh	\$0.0519	\$0.0575
Base 3 kWh	\$0.0409	\$0.0453
Off Peak kWh winter	-\$0.0019	\$(0.0022)
On PEAK kWh winter	\$0.0035	\$0.0035

Winter demand	\$2.30	\$2.76
Low Income Charge	\$2.11	\$2.75

**Small Primary Service**

Billing Components

<b>Summer (June - September)</b>	<b>Prior Rate</b>	<b>New Rate</b>
Customer Charge	\$371.39	\$412.66
<b>Energy Charge</b>		
First 150HU	\$0.1079	\$0.1199
Next 200HU	\$0.0811	\$0.0902
All over 350HU	\$0.0545	\$0.0606
On Peak Adjustment	\$0.0084	\$0.0084
Off Peak Adjustment	-\$0.0048	\$(0.0055)
Summer Demand	\$5.3400	\$6.41
Billing Kvars	\$0.4000	\$0.4481
Rider B 34.5kv or 69kv: per kW	-\$1.2400	-\$1.2400
Rider B 115 kv or higher: per kW	-\$1.4700	-\$1.4700
<b>Winter (October - May)</b>		

Customer Charge	\$371.39	\$412.66
<b>Energy Charge</b>		
Seasonal Energy Charge	\$0.0395	\$0.0439
Base 1 kwh	\$0.0679	\$0.0755
Base 2 kWh	\$0.0505	\$0.0562
Base 3 kWh	\$0.0394	\$0.0439
On Winter Peak	\$0.0031	\$0.0031
Off Winter Peak	-\$0.0018	-\$0.0019
Winter Demand	\$1.9400	\$2.33
Rider B 34.5kv or 69kv: per kW	-\$1.2400	-\$1.24
Rider B 115kv or higher: per kW	-\$1.4700	-\$1.47
Billing Kvars	\$0.4000	\$0.4481
Low Income Charge	\$2.11	\$2.75

**MSD Horsepower Service**

	<b>Prior Rate</b>	<b>New Rate</b>
	\$ 0.1942	\$0.2181

**Company Owned Lighting 5m**

	<b>Prior Rate</b>	<b>New Rate</b>
100000 MH Direct	\$74.44	\$83.65

11000 MV Open Btm	\$10.59	\$11.90
140000 HPS Direct	\$75.06	\$84.35
20000 MV Direct	\$22.89	\$25.72
20000 MV Enclosed	\$17.43	\$19.59
25500 HPS Direct	\$23.81	\$26.76
25500 HPS Enclosed	\$18.33	\$20.60
27500 HP Enclosed	\$18.33	\$20.60
3300 MV Open Btm	\$10.57	\$11.88
3300 MV Post Top	\$23.45	\$26.35
34000 MH Direct	\$22.93	\$25.77
34200 HPS Direct	\$23.81	\$26.76
36000 MH Direct	\$22.93	\$25.77
47000 HPS Direct	\$37.67	\$42.33
50000 HPS Direct	\$37.67	\$42.33
50000 HPS Enclosed	\$33.12	\$37.22
54000 MV Direct	\$33.97	\$38.17
54000 MV Enclosed	\$29.42	\$33.06
5800 HPS Open Btm	\$10.92	\$12.27
6800 MV Enclosed	\$12.73	\$14.31
6800 MV Open Btm	\$11.11	\$12.48
6800 MV Post Top	\$24.36	\$27.37
9500 HPS Enclosed	\$13.26	\$14.90
9500 HPS Open Btm	\$11.64	\$13.08
9500 HPS Post Top	\$24.90	\$27.98
LED 100 W EQ Bracket	\$10.71	\$12.04
LED 250 W EQ Bracket	\$17.27	\$19.41
LED 400 W EQ Bracket	\$31.75	\$35.68
LED Direct-Large	\$71.89	\$80.79
LED Direct-Medium	\$36.06	\$40.52
LED Direct-Small	\$22.49	\$25.27
LED Post Top - All	\$23.77	\$26.71

### Customer Owned Lighting 6m

	Prior Rate	New Rate
100W LED Energy Only	\$1.75	\$1.97
11000 MV Energy Only	\$4.93	\$5.54
11000 MV Enrg&Maint	\$7.49	\$8.42

12900 MH Energy Only	\$3.55	\$3.99
12900 MH Enrg&Maint	\$7.45	\$8.37
162W LED Energy Only	\$2.84	\$3.19
180W LED Energy Only	\$3.15	\$3.55
196W LED Energy Only	\$3.43	\$3.86
20000 MV Energy Only	\$7.60	\$8.54
20000 MV Enrg&Maint	\$9.84	\$11.06
23W LED Energy Only	\$0.40	\$0.45
25500 HPS Enrg&Maint	\$7.38	\$8.29
25500 HPS Enrgy Only	\$5.14	\$5.78
25W LED Energy Only	\$0.44	\$0.49
26W LED Energy Only	\$0.46	\$0.51
27W LED Energy Only	\$0.47	\$0.53
3300 MV Enrg&Maint	\$4.30	\$4.83
3300 MV Enrgy Only	\$2.13	\$2.39
36W LED Energy Only	\$0.63	\$0.71
40W LED Energy Only	\$0.70	\$0.79
44W LED Energy Only	\$0.77	\$0.87
45W LED Energy Only	\$0.79	\$0.89
48W LED Energy Only	\$0.84	\$0.95
50000 HPS Enrg&Maint	\$10.59	\$11.90
50000 HPS Enrgy Only	\$8.07	\$9.07
54000 MV Energy Only	\$18.11	\$20.35
54000 MV Enrg&Maint	\$20.88	\$23.46
54W LED Energy Only	\$0.95	\$1.06
5500 MH Enrg&Maint	\$6.29	\$7.07
5500 MH Energy Only	\$2.10	\$2.36
57W LED Energy Only	\$1.00	\$1.12
60W LED Energy Only	\$1.05	\$1.18
6800 MV Enrg&Maint	\$5.54	\$6.23
6800 MV Enrgy Only	\$3.46	\$3.89
6M Ltd LED 100 W EQ	\$3.24	\$3.64
6M Ltd LED 250 W EQ	\$4.20	\$4.72
6M Ltd LED 400 W EQ	\$7.41	\$8.33
70W LED Energy Only	\$1.23	\$1.38
72W LED Energy Only	\$1.26	\$1.42
75W LED Energy Only	\$1.31	\$1.48
80W LED Energy Only	\$1.40	\$1.58
85W LED Energy Only	\$1.49	\$1.67
9500 HPS Enrg&Maint	\$4.30	\$4.83
9500 HPS Enrgy Only	\$2.00	\$2.25

96W LED Energy Only	\$1.68	\$1.89
Energy Charge – per rated wattage per month	\$0.0175	\$0.0197

**Customer Owned Lighting 6M Metered**

	Prior Rate	New Rate
Metered Cust Charge	\$ 8.15	\$ 9.16
Metered Energy	\$ 0.0517	\$ 0.0581

**Large Power Service**

	Prior Rate	New Rate
LPS Customer Charge	\$371.39	\$412.66
Low Income	\$223.99	\$291.99
Summer Energy	\$0.0364	\$0.0406
Winter Energy	\$0.0333	\$0.0371
Summer Demand	\$21.45	\$23.90
Winter Demand	\$9.53	\$10.63
Summer On	\$0.0064	\$0.0064
Summer Off	\$(0.0035)	\$(0.0037)
Winter On	\$0.0029	\$0.0029
Winter Off	\$(0.0018)	\$(0.0017)
Reactive	\$0.40	\$0.4481
Rider B 34.5 kv or 69 kv	\$(1.24)	\$(1.24)



Rider B 115 kv or higher	\$(1.47)	\$(1.47)
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