# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

)

)

)

In the Matter of Union Electric Company d/b/a AmerenUE for Authority to File Tariffs Increasing Rates for Electric Service Provided to Customers in the Company's Missouri Service Area.

Case No. ER-2008-0318

# STIPULATION AND AGREEMENT AS TO ALL FAC TARIFF RATE DESIGN ISSUES

COME NOW Union Electric Company d/b/a AmerenUE ("AmerenUE" or the "Company"), the Staff of the Missouri Public Service Commission, the Office of the Public Counsel ("OPC"), the Missouri Industrial Energy Consumers, and Noranda Aluminum, Inc., and respectfully state to the Missouri Public Service Commission ("Commission") that, as a result of negotiations, the undersigned parties (individually, a "Signatory Party" or collectively, the "Signatory Parties") have reached the stipulations and agreements contained herein in order to settle the issues specified below. As set forth below, this Stipulation and Agreement does not settle the issue of whether or not the Company should be permitted to use a fuel adjustment clause ("FAC") or the issue of what an appropriate sharing percentage in any FAC that might be approved should be, neither of which are FAC rate design issues.

1. Issues Settled. If, but only if, the Commission determines that the Company should be permitted to use an FAC, this Stipulation and Agreement settles all known rate design issues relating to the Company's request to implement an FAC and the terms and conditions of the FAC tariff (except that the

sharing percentage to be inserted into the  $FPA_{(RP)}$  formula in the revised FAC tariff attached hereto and incorporated herein by this reference as **Appendix A** will depend on whether an FAC is approved and what sharing percentage is approved by the Commission and with the exceptions stated in paragraph 8).

As noted above, no Signatory Party and no party to this case that does not object to this Stipulation and Agreement shall be deemed to have agreed that it is appropriate for the Commission to permit the Company to use an FAC, nor shall any Signatory Party or party to this case that does not object to this Stipulation and Agreement be deemed to have waived or relinquished its right to oppose the Company's request for an FAC or to have waived or relinquished its right to oppose the Company's proposed 95%/5% sharing mechanism. Any Signatory Party or other party to this case that does not object to this Stipulation and Agreement who has previously filed testimony on FAC issues in this case shall remain free to oppose the FAC request or to propose alternative mechanisms to share the changes in Net Fuel Costs (as defined in the Stipulation and Agreement As to Off-System Sales Related Issues ("OSS Stipulation") filed on December 11, 2008 in this case) through the FAC, if the Company is permitted to use an FAC.

2. Specific Agreements. In settlement of the issues identified above, and only in the event the Company is permitted to use an FAC, the following specific agreements have been reached among the Signatory Parties:

a. Factor NBFC (as defined in the revised FAC tariff attached hereto and incorporated herein by this reference as Appendix B) will be

seasonally differentiated such that a "Summer NBFC Value" (as defined below) applies to June-September ("Summer") calendar months and a "Winter NBFC Value" (as defined below) applies to October-May ("Winter") calendar months.

b. The Summer NBFC Rate and the Winter NBFC Rate shall be calculated as follows: the annual value of costs and revenues associated with the already-settled Net Fuel Costs will be allocated to the Summer and Winter months as follows:

i. The modeled fuel and purchased power costs less modeled revenues from off-system sales of energy used to calculate Net Fuel Costs as specified in paragraph 2 of the OSS Stipulation will be determined for Summer and Winter calendar months based on the monthly results of the Staff's production cost modeling runs attached to the OSS Stipulation as Appendix A thereto, which monthly results are attached hereto and incorporated herein by this reference as **Appendix B**;

ii. Net Fuel Cost components not reflected in Staff's modeled components of Net Fuel Costs as specified in paragraph 2 of the OSS Stipulation shall be pro-rated to Summer and Winter calendar months based on the number of days in each period.

c. The Summer NBFC Rate and the Winter NBFC Rate will be calculated by dividing allocated Summer and Winter Net Base Fuel Costs by normalized Summer and Winter kWh sales (at the generation level),

respectively, as determined in Staff's simulation model runs attached as Appendix A to the OSS Stipulation.

d. The term "NBFC x  $S_{AP}$ " in the FPA formula in the FAC tariff will be applied on a calendar month basis such that the Summer NBFC Rate is applied to the kWh delivered (at the generation level consistent with the definition of the term  $S_{AP}$ ) during Summer calendar months of any Accumulation Period (as defined in the FAC tariff) and the Winter NBFC Rate is applied to the kWh delivered (at the generation level consistent with the definition of the term  $S_{AP}$ ) during the Winter calendar months of any Accumulation Period.

e. There will be three 4-month Accumulation Periods per year, defined as Calendar months February through May, June through September, and October through January. The first Accumulation Period will be from the start of the effective date of rates set in this case (anticipated to be March 1, 2009) through May 31, 2009.

f. The Recovery Periods (as defined in the FAC tariff) will be synchronized with monthly billing periods such that: (1) two FAC-related changes in rates will coincide with existing seasonal changes in rates; and (2) one additional FAC-related change in rates will occur in February.

g. Each Recovery Period will last twelve billing months.

h. The timing of the Accumulation Periods, Recovery Periods and other events are depicted in Schedule MJL-SR11 attached to Mr. Lyons'

surrebuttal testimony, which is also attached hereto and incorporated herein as **Appendix C**.

i. The Signatory Parties agree to the definitions of Factors CF, CPP, and OSSR on the exemplar tariff sheets attached hereto.

k. Factor CPP shall provide that changes in replacement power insurance premiums (other than those relating to the Taum Sauk Plant) from the level reflected in base rates shall increase or decrease purchased power costs. It will also provide that costs of purchased power will be reduced by expected replacement power insurance recoveries (other than those relating to the Taum Sauk Plant) qualifying as assets under Generally Accepted Accounting Principles. Concurrently with the date the "TS" factor is eliminated, the premiums and recoveries relating to replacement power insurance coverage for the Taum Sauk Plant shall be included in the CPP Factor.

I. The Company shall use its reasonable best efforts to maintain at least its current levels of replacement power insurance coverage until the effective date of rates set in its next general rate proceeding unless the Company reasonably believes it would be imprudent to do so. If the Company elects not to maintain at least its current levels of coverage it shall document its reasons for its election, which shall be included in the Company's next quarterly surveillance filing made under the Commission's FAC rules. The cost of the Company's current level of

replacement power insurance coverage included in base rates in this case is \$2.4 million.

m. Tariff sheet 98.6 attached hereto and incorporated herein by this reference as **Appendix D** will also become a part of the FAC tariff, if an FAC is approved by the Commission.

n. Insofar as this Stipulation and Agreement resolves all known FAC rate design issues in this case, the witnesses listed under FAC Rate Design issue on the List and Order/Schedule of Issues, and Order of Witnesses and Opening Statements filed in this case shall not be required to further testify in this case, except if Commissioners have questions of them as provided for in paragraph 7 of this Stipulation and Agreement below.

3. This Stipulation and Agreement is being entered into solely for the purpose of disposing of the issues that are specifically addressed in this Stipulation and Agreement. In presenting this Stipulation and Agreement, none of the Parties to this Stipulation and Agreement shall be deemed to have approved, accepted, agreed, consented or acquiesced to any ratemaking principle, procedural principle, or principle or rule of law, including, without limitation, any method of cost or revenue determination or cost allocation or revenue related methodology, or any legal principle or rule of law relating to whether or not the Commission can or cannot modify or discontinue an FAC for the Company (if an FAC is permitted in this case) in a subsequent rate case.

terms of this Stipulation and Agreement (whether this Stipulation and Agreement is approved or not) in this or any other proceeding, other than a proceeding limited to enforce the terms of this Stipulation and Agreement, except as otherwise expressly specified herein.

4. This Stipulation and Agreement has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not approve this Stipulation and Agreement without modification, then the Stipulation and Agreement as a whole and without modification shall be void and no Party shall be bound by any of the agreements or provisions herein, except as specifically provided herein.

5. If the Commission does not unconditionally approve this Stipulation and Agreement without modification, and notwithstanding its provision that it shall become void, neither this Stipulation and 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 Party has 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 Stipulation and Agreement 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 and 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 further purpose whatsoever.

6. If the Commission unconditionally accepts the specific terms of this Stipulation and Agreement without modification, the Parties waive, with respect to the issues resolved herein: their respective rights (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2), RSMo 2000; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2000; (3) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000 and (4) their respective rights to judicial review pursuant to Section 386.510, RSMo 2000. These waivers apply only to a Commission order respecting this Stipulation and Agreement 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 and Agreement. This Stipulation and Agreement contains the entire agreement of the Parties concerning the issues addressed herein.

7. If the provisions of paragraph 2 of this Stipulation and Agreement contradict or are inconsistent with the provisions of the exemplar FAC tariff attached hereto, the FAC tariff shall control.

8. Notwithstanding paragraph 7, OPC reserves the right to contest whether Factors CPP and OSSR should include all costs and revenues associated with all energy and capacity sales made by the Company, including purely financial transactions. Moreover, notwithstanding paragraph 7, OPC is not waiving the right to argue that the Commission's FAC rules allow exceptions to the use of historic costs.

9. This Stipulation and Agreement does not constitute a contract with the Commission.

10. If the Commission has questions for the Parties' witnesses or Parties, the Parties will make available, at any on-the-record session, their witnesses and attorneys on the issues resolved by this Stipulation and Agreement, so long as all Parties have had adequate notice of that session. The Parties agree to cooperate in presenting this Stipulation and Agreement to the Commission for approval, and will take no action, direct or indirect, in opposition to the request for approval of this Stipulation and Agreement.

**WHEREFORE**, the undersigned Parties respectfully request the Commission to issue an order in this case approving the Stipulation and Agreement subject to the specific terms and conditions contained therein.

Respectfully submitted,

Steven R. Sullivan, # 33102 Sr. Vice President, General Counsel and Secretary Thomas M. Byrne, # 33340 Managing Assoc. General Counsel Ameren Services Company P.O. Box 66149 St. Louis, MO 63166-6149 (314) 554-2098 (314) 554-2098 (314) 554-2514 (phone) (314) 554-4014 (fax) ssullivan@ameren.com tbyrne@ameren.com

# SMITH LEWIS, LLP

# /s/James B. Lowery

James B. Lowery, # 40503 Suite 200, City Centre Building 111 South Ninth Street P.O. Box 918 Columbia, MO 65205-0918 Phone (573) 443-3141 Facsimile (573) 442-6686 <u>Iowery@smithlewis.com</u>

# Attorneys for Union Electric Company d/b/a AmerenUE

# /s/ Steven Dottheim\_

**Steven Dottheim** Chief Deputy General Counsel Missouri Bar No. 29149 P. O. Box 360 Jefferson City, MO 65102 (573) 751-7489 (Telephone) (573) 751-9285 (Fax) steve.dottheim@psc.mo.gov Attorney for the Staff of the Missouri Public Service Commission

<u>/s/ Lewis R. Mills, Jr.</u> Lewis R. Mills, Jr. (# 35275) Public Counsel P O Box 2230 Jefferson City, MO 65102 (573) 751-1304 (573) 751-5562 FAX <u>lewis.mills@ded.mo.gov</u> Attorney for the Office of the Public Counsel

Automey for the office of the rubic coun

/s/ Diana M. Vuylsteke\_

Diana M. Vuylsteke, # 42419 Bryan Cave, LLP 211 N. Broadway, Suite 3600 St. Louis, Missouri 63102 Telephone: (314) 259-2543 Facsimile: (314) 259-2020 E-mail: <u>dmvuylsteke@bryancave.com</u> Attorney for The Missouri Industrial Energy Consumers

*Isl* Stuart W. Conrad Stuart W. Conrad, # 23966 Finnegan, Conrad & Peterson, L.C. 3100 Broadway, Suite 1209 Kansas City, Missouri 64111 (816) 753-1122 Facsimile (816)756-0373 Internet: stucon@fcplaw.com Attorney for Noranda Aluminum, Inc.

#### UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 5

CANCELLING MO.P.S.C. SCHEDULE NO.

SHEET NO. 98.1 SHEET NO.

Original

MISSOURI SERVICE AREA

APPLYING TO

#### MIDDOONI DERVICE INCHI

### \* <u>RIDER FAC</u> FUEL AND PURCHASED POWER ADJUSTMENT CLAUSE

#### APPLICABILITY

This rider is applicable to kilowatt-hours (kWh) of energy supplied to customers served by the Company under Service Classification Nos. 1(M), 2(M), 3(M), 4(M), 5(M), 6(M), 7(M), 8(M), 11(M), and 12(M).

Costs passed through this Fuel and Purchased Power Adjustment Clause (FAC) reflect differences between actual fuel and purchased power costs, including transportation, net of Off-System Sales Revenues (OSSR) (i.e., Actual Net Fuel Costs) and Net Base Fuel Costs (factor NBFC, as defined below), calculated and recovered as provided for herein.

For purposes of this FAC, the true-up year shall be from March 1 through the last day of February of the following year. The Accumulation Periods and Recovery Periods are as set forth in the following table:

Accumulation Period (AP)	Filing Date	Recovery Period (RP)
February through May	By August 1	October through September
June through September	By December 1	February through January
October through January	By April 1	June through May

Accumulation Period (AP) means the historical calendar months during which fuel and purchased power costs, including transportation, net of OSSR for all kWh of energy supplied to Missouri retail customers are determined.

Recovery Period (RP) means the billing months as set forth in the above table during which the difference between the Actual Net Fuel Costs during an Accumulation Period and NBFC are applied to and recovered through retail customer billings on a per kWh basis, as adjusted for service voltage level.

The Company will make a Fuel and Purchased Power Adjustment (FPA) filing by each Filing Date. The new FPA rates for which the filing is made will be applicable starting with the Recovery Period that begins following the Filing Date. All FPA filings shall be accompanied by detailed workpapers supporting the filing in an electronic format.

#### FPA DETERMINATION

 $\underbrace{\qquad \qquad } percent of the difference between Actual Net Fuel Costs and NBFC for all kWh of energy supplied to Missouri retail customers during the respective Accumulation Periods shall be reflected as an FPA<sub>c</sub> credit or debit, stated as a separate line item on the customer's bill and will be calculated according to the following formulas.$ 

For the FPA filing made by each Filing Date, the  $FPA_c$  rate, applicable starting with the Recovery Period following the applicable Filing Date, to recover fuel and purchased power costs, including transportation, net of OSSR, to the extent they vary from Net Base Fuel Costs (NBFC), as defined below, during the recently-completed Accumulation Period is calculated as:

\* Indicates Addition.

DATE OF ISSUE	April 4, 2008	DATE EFFECTIVE	May 4, 2008
			Appendix A
ISSUED BY	T. R. Voss	President & CEO	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

# UNION ELECTRIC COMPANY ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 5 Original SHEET NO. 98.2

	G MO.P.S.C. SCHEDULE NO SHI	EET NO
APPLYING TO	MISSOURI SERVICE AREA	
F	* <u>RIDER FAC</u> UEL AND PURCHASED POWER ADJUSTMENT CLAUSE (CONT'D.)	
$FPA_{(RP)} =$	= [[(CF+CPP-OSSR-TS-S) - (NBFC x S <sub>AP</sub> )]x% + I + R]	/S <sub>RP</sub>
	, which will be multiplied by the voltage level adjustr forth below, applicable starting with the following Rec lculated as:	
	$FPA_{C} = FPA_{(RP)} + FPA_{(RP-1)} + FPA_{(RP-2)}$	
where:		
FPA <sub>C</sub> =	Fuel and Purchased Power Adjustment rate applicable s with the Recovery Period following the applicable Fil Date.	
FPA <sub>RP</sub> =	FPA Recovery Period rate component calculated to reco under/over collection during the Accumulation Period ended prior to the applicable Filing Date.	
$FPA_{(RP-1)} =$	FPA Recovery Period rate component from prior $\mbox{FPA}_{\mbox{\tiny RP}}$ calculation, if any.	
$FPA_{(RP-2)} =$	FPA Recovery Period rate component from $\mbox{FPA}_{\mbox{RP}}$ calculat prior to $\mbox{FPA}_{\mbox{(RP-1)}}$ , if any.	ion
CF =	Fuel costs incurred to support sales to all retail cu and Off-System Sales allocated to Missouri retail ele operations, including transportation, associated with Company's generating plants. These costs consist of following:	ctric the
	a) For fossil fuel or hydroelectric plants:	
	(i) the following costs reflected in Federal Regulatory Commission (FERC) Account Number 501 commodity, applicable taxes, gas, alternative f fuel additives, Btu adjustments assessed by coa suppliers, railroad transportation, switching a demurrage charges, railcar repair and inspectio railcar depreciation, railcar lease costs, simi costs associated with other applicable modes of transportation, fuel hedging costs (for purpose factor CF, hedging is defined as realized losse costs minus realized gains associated with miti volatility in the Company's cost of fuel and pu power, including but not limited to, the Compan of futures, options and over-the-counter deriva including, without limitation, futures contract calls, caps, floors, collars, and swaps), hedgi associated with SO2 and fuel oil	<pre>: coal uels, l nd n costs, lar s of s and gating rchased y's use tives s, puts,</pre>
* Indicates A	Addition.	

DATE OF ISSUE	April 4, 2008	DATE EFFECTIVE	May 4, 2008
ISSUED BY	T. R. Voss	President & CEO	Appendix A St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

# UNION ELECTRIC COMPANY ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 5

CANCELLING MO.P.S.C. SCHEDULE NO.

Original SHEET NO. 98.3

SHEET NO.

PLYING TO	MISSOURI SERVICE AREA
Ī	* <u>RIDER FAC</u> FUEL AND PURCHASED POWER ADJUSTMENT CLAUSE (CONT'D.)
	adjustments included in commodity and transportation costs, broker commissions and fees associated with price hedges, oil costs, ash disposal revenues and expenses, and revenues and expenses resulting from fuel and transportation portfolio optimization activities; and
	(ii) the following costs reflected in FERC Account Number 547: natural gas generation costs related to commodity, oil, transportation, storage, capacity reservation charges, fuel losses, hedging costs, and revenues and expenses resulting from fuel and transportation portfolio optimization activities;
	b) Costs in FERC Account Number 518 (Nuclear Fuel Expense).
CPP =	Costs of purchased power reflected in FERC Account Numbers 555, 565, and 575, excluding MISO administrative fees arising under MISO Schedules 10, 16, 17, and 24, and excluding capacity charges for contracts with terms in excess of one (1) year, incurred to support sales to all Missouri retail customers and Off-System Sales allocated to Missouri retail electric operations. Also included in factor "CPP" are insurance premiums in FERC Account Number 924 for replacement power insurance (other than relating to the Taum Sauk Plant) to the extent those premiums are not reflected in base rates. Changes in replacement power insurance premiums (other than those relating to the Taum Sauk Plant) from the level reflected in base rates shall increase or decrease purchased power costs. Additionally, costs of purchased power will be reduced by expected replacement power insurance recoveries (other than those relating to the Taum Sauk Plant) qualifying as assets under Generally Accepted Accounting Principles. Notwithstanding the foregoing, concurrently with the date the "TS" factor is eliminated as provided for in this tariff, the premiums and recoveriage for the Taum Sauk Plant shall be included in this CPP Factor.
OSSR =	<ul> <li>Revenues from Off-System Sales allocated to Missouri electric operations.</li> <li>Off-System Sales shall include all sales transactions (including MISO revenues in FERC Account Number 447), excluding Missouri retail sales and long-term full and</li> </ul>
	partial requirements sales, that are associated with (1) AmerenUE Missouri jurisdictional generating units, (2) power purchases made to serve Missouri retail load, and (3) any related transmission.
* Indicates	

DATE OF ISSUE April 4, 2008 DATE EFFECTIVE May 4, 2008 Appendix A ISSUED BY T. R. Voss NAME OF OFFICER <u>St. Louis, Missouri</u> ADDRESS <u>President & CEO</u> TITLE

#### UNION ELECTRIC COMPANY

**ELECTRIC SERVICE** 

MO.P.S.C. SCHEDULE NO.	5
------------------------	---

CANCELLING MO.P.S.C. SCHEDULE NO.

SHEET NO.

Original

#### MISSOURI SERVICE AREA

#### \* <u>RIDER FAC</u> FUEL AND PURCHASED POWER ADJUSTMENT CLAUSE (CONT'D.)

TS = The Accumulation Period value of Taum Sauk. This factor will be used to reduce actual fuel costs to reflect the value of Taum Sauk, and will be credited in FPA filings (of which there are three each year as shown in the table above), until the next rate case or, if sooner, until Taum Sauk is placed back in service. This value is \$22.7 million annual for each true-up year as determined in the rate proceeding in which this FAC was established, one third of which (i.e., \$7.56 million) will be applied to each Accumulation Period.

- S = The Accumulation Period value of Blackbox Settlement Amount of \$3 million annually, which shall expire on September 1, 2010. One third of the annual value (\$1 million) shall be applied to each Accumulation Period. For the Accumulation Period during which the factor expires, the factor shall be prorated according to the number of days during which it was effective during that Accumulation Period.
- I = Interest applicable to (i) the difference between Actual Net Fuel Costs (adjusted for Taum Sauk and factor "S") and NBFC for all kWh of energy supplied to Missouri retail customers during an Accumulation Period until those costs have been recovered; (ii) refunds due to prudence reviews (a portion of factor R, below); and (iii) all under- or over-recovery balances created through operation of this FAC, as determined in the annual true-up filings provided for herein (a portion of factor R, below). Interest shall be calculated monthly at a rate equal to the weighted average interest rate paid on the Company's short-term debt, applied to the month-end balance of items (i) through (iii) in the preceding sentence.
- R = Under/over recovery (if any) from currently active and prior Recovery Periods as determined for the annual FAC true-up adjustments, and modifications due to adjustments ordered by the Commission (other than the adjustment for Taum Sauk as already reflected in the TS factor), as a result of required prudence reviews or other disallowances and reconciliations, with interest as defined in item I.
- $S_{AP}$  = Supplied kWh during the Accumulation Period that ended prior to the applicable Filing Date, at the generation level.
- $S_{RP}$  = Applicable Recovery Period estimated kWh, at the generation level, subject to the FPA<sub>RP</sub> to be billed.

\* Indicates Addition.

DATE OF ISSUE	April 4, 2008	DATE EFFECTIVE	May 4, 2008
_	-		Appendix A
ISSUED BY	T. R. Voss	President & CEO	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

#### UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 5

CANCELLING MO.P.S.C. SCHEDULE NO.

Original

SHEET NO. 98.5

SHEET NO.

APPLYING TO

#### MISSOURI SERVICE AREA

#### \* <u>RIDER FAC</u> FUEL AND PURCHASED POWER ADJUSTMENT CLAUSE (CONT'D.)

NBFC = Net Base Fuel Costs are the net costs determined by the Commission's order as the normalized test year value (and reflecting an adjustment for Taum Sauk, consistent with the term TS) for the sum of allowable fuel costs (consistent with the term CF), plus cost of purchased power (consistent with the term CPP), less revenues from off-system sales (consistent with the term OSSR), less an adjustment consistent with the term "S", expressed in cents per kWh, at the generation level, as included in the Company's retail rates. The NBFC rate applicable to June through September calendar months ("Summer NBFC Rate") is x.xxx cents per kWh. The NBFC rate applicable to October through May calendar months ("Winter NBFC Rate") is x.xxx cents per kWh.

To determine the FPA rates applicable to the individual Service Classifications, the  $FPA_c$  rate determined in accordance with the foregoing will be multiplied by the following voltage level adjustment factors:

Secondary Voltage Service	1.0888
Primary Voltage Service	1.0492
Large Transmission Voltage Service	1.0147

The FPA rates applicable to the individual Service Classifications shall be rounded to the nearest 0.001 cents, to be charged on a cents/kWh basis for each applicable kWh billed.

#### TRUE-UP OF FAC

After the completion of each true-up year, the Company will make a true-up filing by May 1 of each year (starting by May 1, 2010) with the Commission. Such filings shall be made by May 1 of every subsequent year until all fuel and purchased power costs accumulated during the effective period of the FAC have been recovered and trued-up. Any true-up adjustments or refunds shall be reflected in item R above, and shall include interest calculated as provided for in item I above.

The true-up adjustment shall be the difference between the revenues billed and the revenues authorized for collection during the true-up year.

#### GENERAL RATE CASE/PRUDENCE REVIEWS

The following shall apply to this Fuel and Purchased Power Adjustment Clause, in accordance with Section 386.266.4, RSMo.and applicable Missouri Public Service Commission Rules governing rate adjustment mechanisms established under Section 386.266, RSMo:

The Company shall file a general rate case with the effective date of new rates to be no later than four years after the effective date of a Missouri Public Service Commission order implementing or continuing this Fuel and Purchased Power Adjustment Clause. The four-year period referenced above shall not include any periods in which the Company is prohibited from

DATE OF ISSUE	April 4, 2008	DATE EFFECTIVE	May 4, 2008
_	_		- Appendix A
ISSUED BY	T. R. Voss	President & CEO	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

# UNION ELECTRIC COMPANY ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO.	5	Original	SHEET NO.	98.5
CANCELLING MO.P.S.C. SCHEDULE NO.			SHEET NO.	

APPLYING TO

MISSOURI SERVICE AREA

collecting any charges under this Fuel and Purchased Power Adjustment Clause, or any period for which charges hereunder must be fully refunded. In the event a court determines that this Fuel and Purchased Power Adjustment Clause is unlawful and all moneys collected hereunder are fully refunded, the Company shall be relieved of the obligation under this Fuel and Purchased Power Adjustment Clause to file such a rate case. Prudence reviews of the costs subject to this Fuel and Purchased Power Adjustment Clause shall occur no less frequently than every eighteen months, and any such costs which are determined by the Missouri Public Service Commission to have been imprudently incurred shall be returned to customers with interest at a rate equal to the weighted average interest rate paid on the Company's short-term debt. \*Indicates Addition.

 DATE OF ISSUE
 April 4, 2008
 DATE EFFECTIVE
 May 4, 2008

 ISSUED BY
 T. R. Voss
 President & CEO
 St. Louis, Missouri

 NAME OF OFFICER
 TITLE
 ADDRESS

#### Commission Case - True Up Commission Case - True Up Baseline (test) 2008

Energy Generated (MWH)

Page: 1

rDate: 11-13-2008 rTime: 14:13 Appendix B

Source	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
Generating Units													
AUDRAIN CT1	0	0	1,514	1,614	234	283	339	2	583	211	0	7	4,788
AUDRAIN CT2	0	2	1,555	1,578	240	288	338	0	573	214	0	5	4,793
AUDRAIN CT3	0	2	1,547	1,557	240	278	362	0	584	221	0	0	4,791
AUDRAIN CT4	Ő	2	1,526	1,546	228	276	362	0	589	229	0	0	4,758
AUDRAIN CT5	0	2	1,519	1,534	235	268	364	0	579	208	0	0	4,710
AUDRAIN CT6	0	2	1,580	1,597	214	288	331	0	558	229	0	0	4,800
AUDRAIN CT7	0	2	1,514	1,641	243	278	349	0	555	229	0	0	4,811
AUDRAIN CT8	0	2	1,516	1,564	243	293	338	0	579	191	0	0	4,726
CALLAWAY 1D	153,747	723,938	817,183	861,601	861,140	820,822	884,814	838,192	865,025	853,906	813,973	817,994	9,312,333
FAIRGROUNDS GT	0	0	0	5	5	0	0	0	0	0	0	0	9
GOOSE CREEK CT1	0	2	1,525	1,392	239	291	357	0	596	227	0	0	4,628
GOOSE CREEK CT2	0	2	1,520	1,505	224	276	372	0	561	219	0	0	4,679
GOOSE CREEK CT3	0	2	1,495	1,491	231	286	372	0	556	224	0	0	4,657
GOOSE CREEK CT4	0	2	1,464	1,478	229	279	374	0	576	227	0	0	4,628
GOOSE CREEK CT5	0	2	1,496	1,441	209	281	359	0	573	227	0	0	4,588
GOOSE CREEK CT6	0	2	1,536	1,479	224	276	370	0	584	227	0	0	4,697
HOWARD BEND CT	0	1	0	7	4	0	0	0	0	0	0	0	12
KINMUNDY CT 1	0	0	428	1,088	18	0	0	0	0	0	0	0	1,533
KINMUNDY CT 2	0	0	428	1,088	18	0	0	0	0	0	0	0	1,533
KIRKSVILLE CT	0	0	0	1	1	0	2	1	0	0	0	0	6
LABADIE 1	390,247	382,920	394,263	401,835	413,383	372,112	0	150,638	414,316	396,287	376,188	395,862	4,088,050
LABADIE 2	388,033	378,223	389,953	404,592	407,447	383,239	396,944	372,542	398,618	409,751	377,629	384,091	4,691,061
LABADIE 3	393,849	381,478	391,058	407,544	412,707	384,658	389,627	378,742	400,882	410,475	380,450	380,842	4,712,312
LABADIE 4	377,858	371,430	393,306	406,352	400,497	386,427	394,230	375,393	398,697	378,314	382,408	389,234	4,654,145
MERAMEC 1	78,757	70,423	79,099	82,500	81,644	75,492	75,907	79,449	83,619	83,388	79,505	4,654	874,438
MERAMEC 2	81,027	73,580	79,554	87,700	84,350	74,951	77,188	78,841	81,605	86,939	81,015	83,479	970,229
MERAMEC 3	165,327	155,077	161,729	165,639	166,799	138,663	18,811	158,655	158,840	169,041	156,387	158,040	1,773,007
MERAMEC 4	203,163	187,275	190,614	211,598	205,788	182,360	156,825	124,341	204,733	210,776	197,755	201,864	2,277,091
MERAMEC CT1	0	0	0	6	6	0	0	0	0	0	0	0	11
MERAMEC CT2	0	1	1,184	1,437	226	375	542	2	376	162	1	4	4,310
MEXICO CT	0	0	0	3	5	0	0	0	0	0	0	0	8
MOBERLY CT	0	0	0	5	2	0	0	0	0	0	0	0	6
MOREAU CT	0	0	0	5	5	0	0	0	0	0	0	0	9
PENO CREEK CT1	326	11	2,195	2,590	562	1,308	1,731	571	1,384	1,543	112	104	12,436
PENO CREEK CT2	326	4	2,190	2,581	558	1,306	1,731	558	1,377	1,532	103	92	12,357
PENO CREEK CT3	324	3	2,189	2,581	549	1,305	1,731	549	1,376	1,524	95	80	12,306
PENO CREEK CT4	322	1	2,187	2,573	548	1,303	1,731	543	1,373	1,523	93	62	12,261
PINCKNEY CT1	1,041	23	3,237	3,132	1,019	1,990	2,332	979	1,843	2,368	487	629	19,078
PINCKNEY CT2	1,040	20	3,236	3,125	1,010	1,990	2,324	959	1,841	2,365	472	626	19,008
PINCKNEY CT3	1,039	16	3,233	3,119	1,007	1,990	2,319	939	1,840	2,358	467	616	18,943
PINCKNEY CT4	1,038	10	3,232	3,114	1,001	1,990	2,318	928	1,838	2,353	453	613	18,887
PINCKNEY CT5	0	0	115	316	6	0	0	0	0	0	0	0	437
PINCKNEY CT6	0	0	115	316	6	0	0	0	0	0	0	0	437
PINCKNEY CT7	0	0	115	316	6	0	0	0	0	0	0	0	437
PINCKNEY CT8	0	0	115	316	6	0	0	0	0	0	0	0	437
RACCOON CRK CT1	0	1	1,520	1,555	238	266	362	0	586	227	1	0	4,755
RACCOON CRK CT2	0	1	1,534	1,588	238	286	326	0	578	227	0	0	4,778
RACCOON CRK CT3	0	1	1,510	1,603	208	290	362	0	576	214	0	0	4,764
RACCOON CRK CT4	0	1	1,523	1,548	223	286	351	0	588	212	0	0	4,732
RUSH ISLAND 1F	324,382	293,842	338,342	348,440	327,986	321,332	314,258	324,691	351,515	319,102	170,926	43,537	3,478,351
RUSH ISLAND 2F	355,889	323,535	360,090	371,803	371,507	324,509	325,875	359,144	367,565	365,461	352,662	354,484	4,232,525
SIOUX 1L-34	283,830	276,017	276,011	285,160	286,926	257,227	45,708	31	280,486	304,494	274,321	292,060	2,862,271
SIOUX 2L-34	300,174	287,529	280,614	303,909	298,135	272,042	290,276	278,259	293,937	309,988	292,212	306,978	3,514,052
VENICE CT2	101	2	2,067	2,232	555	879	1,093	268	778	1,035	10	39	9,058
VENICE CT3	311	0	6,726	6,871	2,036	3,721	2,902	209	2,854	2,345	178	233	28,385
VENICE CT4	311	0	6,708	6,784	1,952	3,709	2,902	16	2,808	2,318	60	154	27,722
VENICE CT5	0	0	428	1,088	18	0	0	0	0	0	0	0 0	1,533
VIADUCT CT1	17 670	1	0	2	2	0	19 642	17 202	17 262	17 002	10 224		254 270
Pumped Storage	-17,679	-23,229	-25,498	-28,059	-28,113	-24,187	-18,642	-17,202	-17,263	-17,002	-18,324	-19,082	-254,279
Hydro Units	70 200	07 000	01 700	70 000	62 200	62 000	72 100	72 000	74 200	60 000		02 065	007 165
KEOKUK	78,200	87,900	84,700	79,900	63,200	62,800	73,100	72,800	74,200	69,800	58,500	82,065	887,165
OSAGE	49,717	37,855	46,070	43,558	58,180	53,062	53,385	23,797	12,880	9,238	15,834	27,405	430,981
Purchases	0	0		E2 760	E0 000	10 640	E0 000	E2 760	E1 000	0	0	0	270 000
APL-FIXPURCH	115 200	110 604	53,760	53,760	58,880	48,640	58,880	53,760	51,200	110 040	111 260	115 200	378,880
APL-ECONPURCH	115,200	110,604	16,960	20,831	20,800	13,767	12,659	10,070	22,901	119,040	111,360	115,200	689,391
PURCHASE-E	79,019	61,867	63,734	113,474	114,114	32,454	110,088	107,727	76,976	145,269	117,259	77,169	1,099,149
Sales	115 200	110 040	E2 760	E6 200		E1 200	E0 000	EC 200	E2 760	110 040	111 200	115 200	069 060
APL-FIXSALE	-115,200 -405,600	-119,040	-53,760 -271,200	-56,320	-58,880	-51,200 -205,600	-58,880	-56,320	-53,760	-119,040	-111,360	-115,200	-968,960
SALES-F	-405,600	-379,200 -626,491		-156,800 -427,319	-150,400 -463,096		-334,400 -305,146	-315,200 -320,835	-323,200 -503,540	-327,104 -315,436	-312,000	-384,000	-3,564,704 -5,552,154
SALES-E ===================================			-610,036			-751,799					-334,137	-466,238	
	=							=					

Commission Case -	True U	Jp				
Commission Case -	True U	Jp				
Baseline (test)						
2008						

rDate: 11-13-2008 rTime: 14:13:03

### Appendix B

Source	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
Total	2,858,035	3,055,656	3,524,066	4,054,107	3,948,257	3,198,705	2,991,555	3,084,040	3,670,290	3,888,078	3,465,094	3,133,703	40,871,585
Units	3,502,461	3,905,390	4,219,336	4,411,082	4,333,573	4,020,768	- , , -	3,525,443	4,329,896	4,323,313	3,937,963	3,816,384	47,726,117
Coal Nuclear	3,342,535 153,747	3,181,328 723,938	3,334,632 817,183	3,477,071 861,601	3,457,169 861,140	3,173,012 820,822	2,485,649 884,814	2,680,726 838,192	3,434,812 865,025	3,444,016 853,906	3,121,458 813,973	2,995,125 817,994	38,127,532 9,312,333
CT	6,179	124	67,521	72,409	15,264	26,935	30,048	6,525	30,058	25,390	2,533	3,266	286,252
Hydros	127,917	125,755	130,770	123,458	121,380	115,862	126,485	96,597	87,080	79,038	74,334	109,470	1,318,146
Purchases	194,219	172,470	134,454	188,064	193,794	94,862	181,627	171,557	151,077	264,309	228,619	192,369	2,167,420
Sales		-1,124,731	-934,996	-640,438		-1,008,599	-698,426	-692,355	-880,500	-761,580	-757,497	-965,438	-10,085,818
Storage	-17,679	-23,229	-25,498	-28,059	-28,113	-24,187	-18,642	-17,202	-17,263	-17,002	-18,324	-19,082	-254,279

#### Commission Case - True Up Commission Case - True Up Baseline (test) 2008

rDate: 11-13-2008 rTime: 14:13:03

# Appendix B

Source	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
Generating Units													
AUDRAIN CT1	0.00	0.00	158.93	163.23	26.40	23.71	28.41	0.19	53.80	20.54	0.00	0.84	476.06
AUDRAIN CT2	0.00	0.28	163.21	159.54	27.15	24.12	28.42	0.00	52.87	20.79	0.00	0.54	476.92
AUDRAIN CT2	0.00	0.28	162.40	157.45	27.13	23.30	30.31	0.00	53.80	21.53	0.00	0.00	476.10
			160.27	156.40	27.02	23.30	30.31	0.00		22.27	0.00	0.00	472.53
AUDRAIN CT4	0.00	0.28							54.26				
AUDRAIN CT5	0.00	0.28	159.47	155.08	26.48	22.47	30.52	0.00	53.33	20.29	0.00	0.00	467.93
AUDRAIN CT6	0.00	0.28	165.88	161.42	24.19	24.12	27.79	0.00	51.47	22.27	0.00	0.00	477.42
AUDRAIN CT7	0.00	0.28	158.93	165.90	27.33	23.30	29.26	0.00	51.24	22.27	0.00	0.00	478.51
AUDRAIN CT8	0.00	0.28	159.20	158.25	27.33	24.54	28.42	0.00	53.33	18.56	0.00	0.00	469.91
CALLAWAY 1D	965.14	4,550.87	5,130.77	5,409.17	5,406.02	5,153.59	5,553.62	5,261.99	5,430.35	5,362.22	5,109.79	5,136.17	58,469.70
FAIRGROUNDS GT	0.00	0.00	0.00	1.41	1.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.82
GOOSE CREEK CT1	0.00	0.25	160.38	141.34	26.99	24.35	29.88	0.00	55.02	22.10	0.00	0.00	460.32
GOOSE CREEK CT2	0.00	0.25	159.85	152.85	25.29	23.12	31.13	0.00	51.78	21.37	0.00	0.00	465.64
GOOSE CREEK CT3	0.00	0.25	157.20	151.32	26.14	23.94	31.13	0.00	51.32	21.86	0.00	0.00	463.16
GOOSE CREEK CT4	0.00	0.25	154.03	150.20	25.86	23.32	31.34	0.00	53.17	22.10	0.00	0.00	460.27
GOOSE CREEK CT5	0.00	0.25	157.20	146.31	23.60	23.53	30.09	0.00	52.94	22.10	0.00	0.00	456.01
GOOSE CREEK CT6	0.00	0.25	161.44	150.19	25.29	23.12	30.92	0.00	53.86	22.10	0.00	0.00	467.18
HOWARD BEND CT	0.00	0.28	0.00	2.27	1.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.98
KINMUNDY CT 1	0.00	0.00	45.56	113.43	2.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	161.25
KINMUNDY CT 2	0.00	0.00	45.56	113.43	2.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	161.25
KIRKSVILLE CT	0.00	0.09	0.00	0.24	0.26	0.00	0.00	0.19	0.00	0.00	0.00	0.00	1.14
LABADIE 1	5,009.76	4,916.84	5,061.92	5,163.74	5,308.94	4,776.94	0.00	1,982.66	5,316.61	5,097.33	4,831.22	5,073.60	52,539.56
LABADIE 2	5,013.50	4,894.45	5,043.36	5,223.66	5,267.50	4,954.10	5,131.19	4,826.09	5,164.35	5,292.09	4,876.18	4,975.07	60,661.54
LABADIE 3	5,029.32	4,875.68	4,991.51	5,210.41	5,279.34	4,917.60	4,987.56	4,854.10	5,126.81	5,248.65	4,857.12	4,879.55	60,257.65
LABADIE 4	4,831.18	4,757.74	5,030.69	5,197.11	5,127.74	4,946.19	5,038.45	4,814.08	5,100.79	4,852.70	4,893.05	4,981.44	59,571.17
MERAMEC 1	1,270.01	1,151.11	1,274.75	1,326.38	1,317.93	1,211.62	1,218.66	1,270.50	1,339.58	1,337.11	1,281.63	79.30	14,078.57
MERAMEC 2	1,305.44	1,202.35	1,282.45	1,409.37	1,361.18	1,202.93	1,239.01	1,261.46	1,308.02	1,392.52	1,304.54	1,346.31	15,615.61
MERAMEC 3	2,661.82	2,509.17	2,603.31	2,665.90	2,692.41	2,215.47	307.94	2,532.39	2,546.22	2,711.80	2,523.33	2,551.81	28,521.58
MERAMEC 4	3,101.08	2,871.47	2,908.44	3,226.01	3,147.49	2,760.15	2,375.89	1,889.88	3,106.90	3,206.29	3,023.33	3,088.15	34,705.06
MERAMEC CT1	0.00	0.00	0.00	1.47	1.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.94
MERAMEC CT2	0.00	0.18	135.66	158.23	29.01	35.17	49.03	0.19	39.19	17.16	0.23	0.55	464.60
MEXICO CT	0.00	0.00	0.00	0.93	1.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.33
MOBERLY CT	0.00	0.00	0.00	1.43	0.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.91
MOREAU CT	0.00	0.00	0.00	1.45	1.41		0.00	0.00	0.00	0.00	0.00	0.00	2.82
						0.00							
PENO CREEK CT1	33.06	1.36	212.31	242.29	57.78	98.15	130.24	47.16	122.28	141.45	13.17	11.66	1,110.90
PENO CREEK CT2	33.06	0.53	211.84	241.39	57.41	98.04	130.24	46.17	121.68	140.46	12.29	10.60	1,103.70
PENO CREEK CT3	32.92	0.35	211.77	241.39	56.49	97.93	130.24	45.52	121.63	139.78	11.32	9.36	1,098.70
PENO CREEK CT4	32.77	0.18	211.66	240.67	56.42	97.82	130.24	45.05	121.39	139.64	11.17	7.43	1,094.42
PINCKNEY CT1	97.38	2.28	291.55	278.44	99.36	138.75	166.37	69.91	146.73	201.00	49.77	64.04	1,605.58
PINCKNEY CT2	97.36	2.03	291.42	277.89	98.55	138.75	165.80	68.53	146.57	200.75	48.04	63.80	1,599.49
PINCKNEY CT3	97.24	1.71	291.20	277.37	98.23	138.75	165.49	67.17	146.47	200.15	47.54	62.74	1,594.05
PINCKNEY CT4	97.14	1.05	291.10	276.88	97.67	138.74	165.40	66.37	146.36	199.74	46.14	62.42	1,589.00
PINCKNEY CT5	0.00	0.00	12.88	34.71	0.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.35
PINCKNEY CT6	0.00	0.00	12.88	34.71	0.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.35
PINCKNEY CT7	0.00	0.00	12.88	34.71	0.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.35
PINCKNEY CT8	0.00	0.00	12.88	34.71	0.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.35
RACCOON CRK CT1	0.00	0.22	160.18	158.26	26.97	22.34	30.38	0.00	54.24	22.16	0.00	0.00	474.98
											0.22		
RACCOON CRK CT2	0.00	0.22	161.61	161.53	26.97	23.98	27.44	0.00	53.54	22.16		0.00	477.47
RACCOON CRK CT3	0.00	0.22	159.22	163.04	23.57	24.39	30.38	0.00	53.31	20.93	0.00	0.00	475.07
RACCOON CRK CT4	0.00	0.22	160.55	157.54	25.28	23.98	29.54	0.00	54.47	20.69	0.00	0.00	472.27
RUSH ISLAND 1F	5,473.26	5,021.42	5,709.88	5,864.05	5,536.36	5,452.58	5,323.80	5,494.71	5,935.51	5,387.01	2,881.71	786.08	58,866.36
RUSH ISLAND 2F	5,988.77	5,507.07	6,057.49	6,248.38	6,250.12	5,481.54	5,525.70	6,049.38	6,185.10	6,139.18	5,916.65	5,965.92	71,315.29
SIOUX 1L-34	4,965.16	4,859.34	4,850.17	5,000.97	5,032.10	4,541.35	803.02	1.34	4,950.85	5,319.87	4,794.91	5,095.54	50,214.62
SIOUX 2L-34	5,194.21	5,011.19	4,888.02	5,268.41	5,182.19	4,754.28	5,055.66	4,850.57	5,112.69	5,363.99	5,053.92	5,298.38	61,033.50
VENICE CT2	11.10	0.22	207.43	214.55	59.33	71.97	84.32	24.45	72.01	97.03	1.11	4.24	847.76
VENICE CT3	30.72	0.00	618.74	618.95	200.95	262.84	207.30	14.56	230.82	201.32	17.30	22.65	2,426.14
VENICE CT4	30.72	0.00	617.16	611.31	192.74	262.02	207.30	1.18	227.23	199.04	5.85	14.98	2,369.54
VENICE CT5	0.00	0.00	45.88	114.24	2.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	162.41
VIADUCT CT1	0.00		0.00	0.46	0.50	0.00	0.25	0.12	0.00	0.00	0.00	0.00	1.68
Pumped Storage	0.00	0.00	0.00	0.40	0.00	0.00	0.25	0.12	0.00	0.00	0.00	0.00	0.00
1 0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hydro Units	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
KEOKUK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OSAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Purchases													
APL-FIXPURCH	0.00	0.00	1,851.49	1,851.49	2,027.83	1,675.16		1,851.49	1,763.33	0.00	0.00	0.00	13,048.62
APL-ECONPURCH	1,847.81	1,774.08	584.10	717.41	716.35	474.14	435.97	346.82	788.70	1,909.40	1,786.21	1,847.81	13,228.81
PURCHASE-E	4,382.60		3,948.31	7,577.54		1,296.01		3,826.89	3,152.81	7,624.65	6,827.71	4,510.37	56,768.22
Sales											–		
APL-FIXSALE	-6,596.25	-5,102.43	-3,719.84	-3,794.47	-3,906.31	-2,576.51	-3,063.35	-2,713.09	-2,713.66	-6,143.83	-6,232.32	-6,697.12	-53,259.17
SALES-F			-13,470.07										-162,630.86
SALES F SALES-E			-27,882.58										-235,858.04
SALES-E													

Commission (	lase -	True Up				
Commission (	lase -	True Up				
Baseline (test)						
2008						

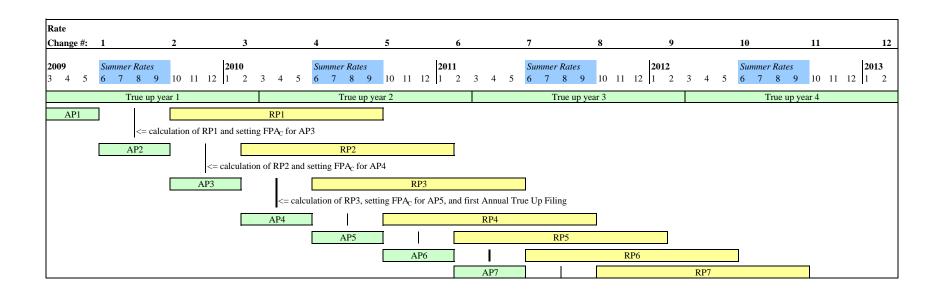
#### rDate: 11-13-2008 rTime: 14:13:03

RealTime

### Appendix B

Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total	
10,085.41	6,015.59	22,804.49	47,078.43	41,972.21	20,545.80	20,174.04	22,883.85	26,165.96	34,067.53	24,303.09	7,120.92	283,217.33	
51,402.12	52,143.63	61,493.08	64,192.36	58,498.96	54,371.99	44,828.65	45,585.91	59,223.89	58,974.41	51,611.52	49,593.23	651,919.74	
49,843.52	47,577.82	49,701.97	51,804.39					51,193.42	51,348.53	46,237.60	44,121.14	567,380.51	
965.14	4,550.87	5,130.77	5,409.17	5,406.02	5,153.59	5,553.62	5,261.99	5,430.35	5,362.22	5,109.79	5,136.17	58,469.70	
593.45	14.94	6,660.33	6,978.80	1,589.63	2,003.63	2,268.15	496.76	2,600.11	2,263.65	264.13	335.93	26,069.54	
6,230.41	3,614.47	6,383.90	10,146.44	10,564.12	3,445.32	6,424.80	6,025.20	5,704.84	9,534.06	8,613.92	6,358.18	83,045.65	
-47,547.11	-49,742.51	-45,072.49	-27,260.37	-27,090.87	-37,271.51	-31,079.40	-28,727.26	-38,762.76	-34,440.94	-35,922.35	-48,830.49	-451,748.07	
	10,085.41 51,402.12 49,843.52 965.14 593.45 6,230.41	10,085.41 6,015.59 51,402.12 52,143.63 49,843.52 47,577.82 965.14 4,550.87 593.45 14.94 6,230.41 3,614.47	10,085.41         6,015.59         22,804.49           51,402.12         52,143.63         61,493.08           49,843.52         47,577.82         49,701.97           965.14         4,550.87         5,130.77           593.45         14.94         6,660.33           6,230.41         3,614.47         6,383.90	10,085.41         6,015.59         22,804.49         47,078.43           51,402.12         52,143.63         61,493.08         64,192.36           49,843.52         47,577.82         49,701.97         51,804.39           965.14         4,550.87         5,130.77         5,409.17           593.45         14.94         6,660.33         6,978.80           6,230.41         3,614.47         6,383.90         10,146.44	10,085.41         6,015.59         22,804.49         47,078.43         41,972.21           51,402.12         52,143.63         61,493.08         64,192.36         58,498.96           49,843.52         47,577.82         49,701.97         51,804.39         51,503.30           965.14         4,550.87         5,130.77         5,409.17         5,406.02           593.45         14.94         6,660.33         6,978.80         1,589.63           6,230.41         3,614.47         6,383.90         10,146.44         10,564.12	10,085.41       6,015.59       22,804.49       47,078.43       41,972.21       20,545.80         51,402.12       52,143.63       61,493.08       64,192.36       58,498.96       54,371.99         49,843.52       47,577.82       49,701.97       51,804.39       51,503.30       47,214.77         965.14       4,550.87       5,130.77       5,409.17       5,406.02       5,153.59         593.45       14.94       6,660.33       6,978.80       1,589.63       2,003.63         6,230.41       3,614.47       6,383.90       10,146.44       10,564.12       3,445.32	10,085.41       6,015.59       22,804.49       47,078.43       41,972.21       20,545.80       20,174.04         51,402.12       52,143.63       61,493.08       64,192.36       58,498.96       54,371.99       44,828.65         49,843.52       47,577.82       49,701.97       51,804.39       51,503.30       47,214.77       37,006.88         965.14       4,550.87       5,130.77       5,409.17       5,406.02       5,153.59       5,553.62         593.45       14.94       6,660.33       6,978.80       1,589.63       2,003.63       2,268.15         6,230.41       3,614.47       6,383.90       10,146.44       10,564.12       3,445.32       6,424.80	10,085.41       6,015.59       22,804.49       47,078.43       41,972.21       20,545.80       20,174.04       22,883.85         51,402.12       52,143.63       61,493.08       64,192.36       58,498.96       54,371.99       44,828.65       45,585.91         49,843.52       47,577.82       49,701.97       51,804.39       51,503.30       47,214.77       37,006.88       39,827.17         965.14       4,550.87       5,130.77       5,409.17       5,406.02       5,153.59       5,553.62       5,261.99         593.45       14.94       6,660.33       6,978.80       1,589.63       2,003.63       2,268.15       496.76         6,230.41       3,614.47       6,383.90       10,146.44       10,564.12       3,445.32       6,424.80       6,025.20	10,085.41       6,015.59       22,804.49       47,078.43       41,972.21       20,545.80       20,174.04       22,883.85       26,165.96         51,402.12       52,143.63       61,493.08       64,192.36       58,498.96       54,371.99       44,828.65       45,585.91       59,223.89         49,843.52       47,577.82       49,701.97       51,804.39       51,503.30       47,214.77       37,006.88       39,827.17       51,193.42         965.14       4,550.87       5,130.77       5,409.17       5,406.02       5,153.59       5,553.62       5,261.99       5,430.35         593.45       14.94       6,660.33       6,978.80       1,589.63       2,003.63       2,268.15       496.76       2,600.11         6,230.41       3,614.47       6,383.90       10,146.44       10,564.12       3,445.32       6,424.80       6,025.20       5,704.84	10,085.41       6,015.59       22,804.49       47,078.43       41,972.21       20,545.80       20,174.04       22,883.85       26,165.96       34,067.53         51,402.12       52,143.63       61,493.08       64,192.36       58,498.96       54,371.99       44,828.65       45,585.91       59,223.89       58,974.41         49,843.52       47,577.82       49,701.97       51,804.39       51,503.30       47,214.77       37,006.88       39,827.17       51,193.42       51,348.53         965.14       4,550.87       5,130.77       5,409.17       5,406.02       5,153.59       5,553.62       5,261.99       5,430.35       5,362.22         593.45       14.94       6,660.33       6,978.80       1,589.63       2,003.63       2,268.15       496.76       2,600.11       2,263.65         6,230.41       3,614.47       6,383.90       10,146.44       10,564.12       3,445.32       6,424.80       6,025.20       5,704.84       9,534.06	10,085.41       6,015.59       22,804.49       47,078.43       41,972.21       20,545.80       20,174.04       22,883.85       26,165.96       34,067.53       24,303.09         51,402.12       52,143.63       61,493.08       64,192.36       58,498.96       54,371.99       44,828.65       45,585.91       59,223.89       58,974.41       51,611.52         49,843.52       47,577.82       49,701.97       51,804.39       51,503.30       47,214.77       37,006.88       39,827.17       51,193.42       51,348.53       46,237.60         965.14       4,550.87       5,130.77       5,409.17       5,406.02       5,153.59       5,553.62       5,261.99       5,430.35       5,362.22       5,109.79         593.45       14.94       6,660.33       6,978.80       1,589.63       2,003.63       2,268.15       496.76       2,600.11       2,263.65       264.13         6,230.41       3,614.47       6,383.90       10,146.44       10,564.12       3,445.32       6,424.80       6,025.20       5,704.84       9,534.06       8,613.92	10,085.41       6,015.59       22,804.49       47,078.43       41,972.21       20,545.80       20,174.04       22,883.85       26,165.96       34,067.53       24,303.09       7,120.92         51,402.12       52,143.63       61,493.08       64,192.36       58,498.96       54,371.99       44,828.65       45,585.91       59,223.89       58,974.41       51,611.52       49,593.23         49,843.52       47,577.82       49,701.97       51,804.39       51,503.30       47,214.77       37,006.88       39,827.17       51,193.42       51,348.53       46,237.60       44,121.14         965.14       4,550.87       5,130.77       5,409.17       5,406.02       5,153.59       5,553.62       5,261.99       5,430.35       5,362.22       5,109.79       5,136.17         593.45       14.94       6,660.33       6,978.80       1,589.63       2,003.63       2,268.15       496.76       2,600.11       2,263.65       264.13       335.93	AprMayJunJulAugSepOctNovDecJanFebMarTotal10,085.416,015.5922,804.4947,078.4341,972.2120,545.8020,174.0422,883.8526,165.9634,067.5324,303.097,120.92283,217.3351,402.1252,143.6361,493.0864,192.3658,498.9654,371.9944,828.6545,585.9159,223.8958,974.4151,611.5249,593.23651,919.7449,843.5247,577.8249,701.9751,804.3951,503.3047,214.7737,006.8839,827.1751,313.4551,348.5346,237.6044,121.14567,380.51965.144,550.875,130.775,409.175,406.025,153.595,553.625,261.995,430.355,362.225,109.795,136.1758,469.70593.4514.946,660.336,978.801,589.632,003.632,268.15496.762,600.112,263.65264.13335.9326,069.546,230.413,614.476,383.9010,146.4410,564.123,445.326,424.806,025.205,704.849,534.068,613.926,358.1883,045.65

# Illustration of AmerenUE's Proposed FAC with Seasonal NBFC and Rate Changes



# UNION ELECTRIC COMPANY ELECTRIC SERVICE

	MO.P.S.C. SCHEDULE NO. 5	Original	SHEET NO. 98.6
--	--------------------------	----------	----------------

CANCELLING MO.P.S.C. SCHEDULE NO.

SHEET NO.

	* <u>RIDER FAC</u> FUEL AND PURCHASED POWER ADJUSTMENT CLAUSE	(CONT'D.)	
Calcul	ation of Current FPA <sub>c</sub> Rate:	<u> </u>	
	umulation Period Ending:		mm/dd/yy
1.	Total Energy Cost (CF+CPP-OSSR-TS-S)		\$C
⊥. 2.		_	γC
2.	2.1 NBFC (\$/kWh)	x	\$0.0000
	2.2 Accumulation Period Sales kWh $(S_{AP})$	А	,000000 (
3.	First Subtotal $(12.)$		\$0
4.	Customer Responsibility	x	TBD
5.	Second Subtotal	A	1 <u>D</u> D \$(
5. 6.	Adjustment for Under / Over recovery for	±	\$(
	Prior Periods Plus Interest (I + R)		
7.	Third Subtotal		\$(
8.	Estimated Recovery Period Sales kWh $(S_{\mbox{\scriptsize RP}})$	÷	(
9.	FPA <sub>RP</sub>		\$0.0000
10.	FPA <sub>RP-1</sub>	+	\$0.0000
11.	FPA <sub>RP-2</sub>	+	\$0.000
12.	$\mathtt{FPA}_\mathtt{c}$ (without Voltage Level Adjustment)		\$0.000
13.	Voltage Level Adjustment Factor		
	13.1 Secondary	x	1.0888
	13.2 Primary	х	1.0492
	13.3 Large Transmission	x	1.014
14.	$\mathtt{FPA}_\mathtt{C}$ (with voltage level adjustment)		
	14.1 Secondary		\$0.000
	14.2 Primary		\$0.000
	14.3 Large Transmission		\$0.000
Indi	cates Addition.		

DATE OF ISSUE		DATE EFFECTIVE	
ISSUED BY	T. R. Voss NAME OF OFFICER	President & CEO TITLE	Appendix D <u>St. Louis, Missouri</u> ADDRESS