

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

In the Matter of the Application of Union Electric)	
Company, d/b/a Ameren Missouri, for a Certificate)	
of Convenience and Necessity Authorizing It to)	
Construct, Install, Own, Operate, Control, Manage and)	<u>File No. GA-2012-0096</u>
Maintain a Natural Gas Distribution System to Provide)	
Natural Gas Service in Boone County, Missouri.)	

UNOPPOSED STIPULATION AND AGREEMENT

COME NOW Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri” or “Company”) and the Staff of the Missouri Public Service Commission (“Staff”) (collectively “the parties”). Ameren Missouri and Staff support the Stipulation and Agreement (“Stipulation”) for approval by the Missouri Public Service Commission (“Commission”). Staff has been told it may represent that the Office of the Public Counsel (“the OPC”) does not oppose the Stipulation and will not seek a hearing. This Stipulation resolves all remaining issues in this matter.

Background

1. On September 30, 2011, Ameren Missouri filed its Application requesting a certificate of convenience and necessity for a natural gas service area in Boone County, Missouri.
2. After discussions with Staff, Ameren Missouri filed its First Amended Application on November 17, 2011, to request both an area certificate and a line certificate.
3. On November 21, 2011, Staff filed its Information Pleading indicating the parties’ intent to resolve this matter through a stipulation and agreement.

Stipulation and Agreement

4. The parties have now reached a resolution and settlement, which they believe to be consistent with the public convenience and necessity. As noted above, the OPC does not oppose this Stipulation, and does not intend to seek a hearing.

5. Accordingly, the Company and Staff agree that Ameren Missouri shall be granted a certificate of public necessity to construct, install, own, operate, control, manage, and maintain a natural gas distribution system for the area described in Appendix B of the Company's First Amended Application.

6. In addition, the Company and Staff recommend that Ameren Missouri shall be granted a certificate of public necessity to construct, install, own, operate, control, manage, and maintain a natural gas transmission line as described in the Company's First Amended Application.

7. This Stipulation shall become effective upon Commission approval by final Commission order, without modification. Such order becomes "final" either by issuance of a Commission order on rehearing or, if no rehearing request is filed, thirty (30) days after issuance of the Commission's order approving the Stipulation, or such other effective date as may be selected by the Commission.

8. This Stipulation is a result of negotiations among the parties, and its terms are interdependent. In the event the Commission does not adopt this Stipulation in total, then this Stipulation shall be void and no party shall be bound by any of the agreements or provisions herein. The stipulations herein are specific to the resolution of this proceeding, and all stipulations are made without prejudice to the rights of the parties to take other positions in other proceedings. The parties agree that, unless this Stipulation becomes effective as provided herein,

any and all discussions related hereto shall be privileged and shall not be subject to discovery, admissible in evidence, or in any way used, described or discussed in any proceeding other than during any Stipulation presentation scheduled by the Commission in this matter.

9. It is specifically understood and agreed that this Stipulation represents a negotiated settlement of the issues in this proceeding settled in a manner that is in the public interest. Neither Ameren Missouri, Staff, nor the OPC shall be deemed to have approved, accepted, agreed, or consented to any accounting principle, ratemaking principle or cost of service determination underlying, or supposed to underlie, any of the issues provided for in this Stipulation.

10. The parties further understand and agree that the provisions of this Stipulation relate only to the specific matters referred to in the Stipulation, and no party or person waives any claim or right which it otherwise may have with respect to any matters not specifically provided for in this Stipulation. The parties further reserve the right to withdraw their support for or non-objection to the settlement in the event that the Commission modifies the Stipulation in a manner adverse to the party withdrawing its support. Further, the parties reserve the right to contest any such Commission order modifying the settlement in a manner adverse to the party contesting such Commission order.

11. In the event the Commission accepts the specific terms of this Stipulation, the parties waive, with respect to the issues resolved in this Stipulation: their respective rights to call, examine and cross-examine witnesses pursuant to Section 536.070(2) RSMo; their respective rights to present oral argument or written briefs pursuant to Section 536.080.1 RSMo; their respective rights to the reading of the transcript by the Commission pursuant to Section

536.080.2 RSMo; their respective rights to seek rehearing pursuant to Section 386.500 RSMo; and their respective rights to judicial review pursuant to Section 386.510 RSMo.

12. If requested by the Commission, Staff shall file suggestions or a memorandum in support of this Stipulation. Each of the parties shall be served with a copy of any such suggestions or memorandum and shall be entitled to submit responses to the Commission within five (5) days of receipt of Staff's suggestions or memorandum, and the responses shall also be served on all parties. The contents of any suggestions, memoranda or responses provided by any party are its own and are not acquiesced to or otherwise adopted by the other signatories to this Stipulation, whether or not the Commission approves and adopts this Stipulation.

13. Staff shall have the right to provide, at any agenda meeting at which this Stipulation is noticed to be considered by the Commission, any oral explanation the Commission requests; provided that Staff shall, to reasonable extent, provide the other parties with advance notice of when Staff shall respond to the Commission's request for such explanation. Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to 4 CSR 240-2.135.

WHEREFORE, the undersigned parties respectfully request that the Commission issue an order approving all the specific terms and conditions of this Stipulation and Agreement between Ameren Missouri and Staff.

Respectfully Submitted,

**STAFF OF THE MISSOURI
PUBLIC SERVICE COMMISSION**

/s/ John D. Borgmeyer

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**UNION ELECTRIC COMPANY D/B/A
AMEREN MISSOURI**

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to counsel of record on this 14th day of December, 2011.

/s/ John D. Borgmeyer