

4. The goal of the 2008 filing is full compliance with the Missouri's Electric Utility Resource Planning / IRP Rules, 4 CSR 240-22 (Chapter 22), except where waivers have been applied for by AmerenUE and approved by the Commission prior to the 2008 filing.

**4 CSR 240-22.010
Policy Objectives**

5. AmerenUE commits to treat demand-side resources on the same basis as supply-side resources. As part of that commitment, AmerenUE agrees to finance all aspects of the demand-side analysis described in paragraphs 18 through 23 of this document and the programs that result from the analysis. AmerenUE agrees to demonstrate its ongoing commitment to demand-side analysis in the 2008 filing by providing, at a minimum: (a) a demand-side annual budget; (b) a list of employees involved in demand-side analysis; and (c) AmerenUE's procedures implemented to introduce future demand-side programs.

**4 CSR 240-22.020
Definitions**

6. AmerenUE will place the load analysis and forecasting results for the entire 20 year planning horizon into the body of the formal 2008 filing rather than in the supporting workpapers.

7. AmerenUE agrees to use the terms as defined within the IRP Rules, in particular 4 CSR 240-22.020, or will identify and explain any differences.

**4 CSR 240-22.030
Load Analysis and Forecasting**

8. AmerenUE agrees to use a single methodology for the peak load forecast and for the integration analysis.

9. AmerenUE will attempt to separate the weather components from the statistically adjusted variables used within its modeling process to allow a focus on the impact of weather on energy usage in a manner that can be separated from the non-heating, ventilation and air conditioning appliances used by the customers. AmerenUE will incorporate the use of weather normalized data in preparing its forecast, in addition to performing the forecast using actual usage data. Results of both analysis methods will be reviewed with the stakeholders and a decision will be made to choose the analytical method that produces the most accurate forecast. If the work, as specified within the rule, does not prove to be useful, AmerenUE will file for the appropriate waiver of 4 CSR 240-22.030(1)(B).

10. For purposes of demand side management analysis, AmerenUE will develop load profiles by each major class and these loads will be adjusted to match net system loads. In addition, AmerenUE will develop weather normalized representations of these loads which will be aggregated to a weather normalized system load shape.

**4 CSR 240-22.040
Supply-Side Resource Analysis**

11. As one data source for AmerenUE's analysis, public data from the Tall Tower wind assessments in Missouri will be used as part of its evaluation of wind generation, to the extent this information is available.

12. AmerenUE will include in its resource planning work its environmental compliance strategy as it becomes finalized. As part of semi-annual resource planning meetings held at no greater than six-month intervals with the stakeholders, AmerenUE will provide unit-by-unit updates of AmerenUE's environmental compliance plans, including annual cash expenditures (both actual expenditures to current date by year and

budgeted future expenditures by year), progress towards milestones identified in supply-side implementation plans, and projected environmental compliance project completion dates. AmerenUE will discuss options for compliance with current federal mercury regulations in the semi-annual resource planning meetings even if the compliance strategy is not yet finalized.

13. Through the use of an appropriate Request for Proposals (RFP), AmerenUE agrees to investigate possible new supply-side resources outside the Midwest Independent Transmission System Operator, Inc. (MISO) footprint to discover additional resources that may reduce costs. Only those RFP responses from outside the MISO footprint that are competitive with RFP responses inside the MISO footprint will be considered for an impact study in order to determine the total cost for use in the final analysis of capacity options. The RFP will include appropriate disclosures regarding the possibility that none of the proposals will be pursued as resource options. Such disclosures will be discussed with the stakeholders prior to the issuance of the RFP, with the intent that the disclosures not render the issuance of the RFP a useless exercise. Furthermore, AmerenUE will share the RFP with the stakeholders at least 30 days prior to the RFP being issued for the purpose of AmerenUE receiving and considering comments from the stakeholders. Additionally, AmerenUE will identify and describe the process used to insure the distribution system is capable of delivering energy to its load.

14. AmerenUE agrees to include in its resource plan those upgrade projects to existing plants which show favorable screening results in some of its alternative resource plans.

15. AmerenUE will continue actively investigating opportunities for sales of capacity and will incorporate into the 2008 IRP filing a capacity sales analysis for those sales that could impact the timing of large capacity additions.

16. In addition to its current practices for obtaining purchased power, AmerenUE agrees to develop and issue RFPs for short-term and long-term Power Purchase Agreements as a part of its Integrated Resource Planning process, with appropriate disclosures regarding the possibility that none of the proposals will be pursued as resource options. Such disclosures will be discussed with the stakeholders prior to the issuance of the RFPs, with the intent that the appropriate disclosures not render the issuance of the RFPs a useless exercise. Furthermore, AmerenUE will share the RFPs with the stakeholders at least 30 days prior to the RFPs being issued for the purpose of AmerenUE receiving and considering comments from the stakeholders.

17. AmerenUE agrees that estimated nuclear capital costs shall be obtained from a qualified engineering firm actively engaged in the nuclear industry. The firm providing the estimate shall be required to identify the critical uncertain factors that may cause the capital cost estimates to change significantly and to provide a range of estimates and an associated subjective probability distribution that reflects this uncertainty. In developing the range of estimates, the firm will consider historic nuclear plant construction costs. The 2008 filing will include documentation of the development of the range of estimates and the probability distribution. As a part of the participatory process, the firm will present this information to stakeholders and give consideration to their input.

4 CSR 240-22.050
Demand-Side Resource Analysis

18. AmerenUE will perform a cost/benefit analysis of potential DSM programs, including engaging a consultant to assist in this evaluation, to work on program design and to create an implementation plan. The specific tasks to be accomplished with respect to the DSM analysis and their expected duration are listed below.

- Task 1 - 3 months.

Subtasks completed under Task 1 will include but are not necessarily limited to the following:

- 1) • Review National/Global DSM practices for methods (processes) of developing and screening cost-effectiveness
 - 2) • Review Missouri Chapter 22 Electric Utility Resource Planning / IRP Rules
 - 3) • MISO Demand Response policy and practices
 - 4) • Workshops with internal and external stakeholders to discuss issues
 - 5) • Develop and/or define
 - a) AmerenUE's Demand-Side Resource Analysis Process which includes methodology for
 - i) Identification of "best practices" programs and inputs
 - ii) Screening analysis
 - iii) Cost-effectiveness analysis and measures
 - iv) Calculation of avoided capacity and energy costs
 - v) Usage of load research and forecast data
 - vi) Evaluation of potential load-building effects of DSM programs
 - vii) Capacity equivalence calculations
 - viii) [SPACING]Portfolio development
 - ix) "Coordination" (hand off) with Integration Analysis
 - x) Process and impact evaluation
 - b) Tools to be used in Demand-Side Resource Analysis
 - c) Waiver requests from Chapter 22
- Task 2 – Development of an RFP for Independent DSM Program Proposals - 2 weeks
 - Task 3 – Perform DSM Potential Analysis - 1 month
 - Task 4 – Develop and Assess DSM Programs - 1 month

- Task 5 – Develop DSM Portfolios and Integration Data - 1 month
- Task 6 – Integrated Resource Planning Analysis (performed by AmerenUE) - 1 month
- Task 7 – DSM Implementation Plan - 1 month.
- Task 8 – Recommendations for changing the Missouri Chapter 22 DSM IRP Rule - 2 weeks

19. The goal is to complete these eight tasks by July 1, 2007. This work has already begun. AmerenUE sent all stakeholders a draft of the RFP as well as the bidders' list for comment prior to issuing the RFP. AmerenUE shared its evaluation of bids to the RFP. A meeting was held to discuss the bids and the three finalists were brought to St. Louis and were interviewed by the participating stakeholders. A finalist was agreed upon by all participating stakeholders.

20. In addition, prior to completion of Task 7, AmerenUE and the stakeholders will sponsor at least one meeting open to the public to provide an overview of the DSM process and potential programs and to receive public input.

21. AmerenUE will conduct market research studies, customer surveys, pilot DSM programs, test marketing programs and other activities to develop the information necessary to design and implement cost-effective demand-side programs.

22. If the approach to demand-side analysis described in paragraph 18 of this document does not result in more than four energy efficiency and five demand-response programs in the 2008 filing, AmerenUE will research and document why so few demand-side programs are cost effective.

23. AmerenUE will evaluate the potential load building impacts of proposed DSM programs.

4 CSR 240-22.060
Integrated Resource Analysis

24. AmerenUE agrees to include several alternative resource plans with and without the Callaway nuclear plant in the 2008 filing consistent with 4 CSR 240-22.060(1). AmerenUE also agrees that merely substituting an identical unit in age and cost as that of the current Callaway plant does not meet the intent of scenarios developed to address the “without Callaway” resource plans.

25. AmerenUE agrees that as part of its integration and risk analysis work it will:

A. Model demand-side resources (both energy efficiency resources and demand response resources) in some of its alternative resource plans for the entire planning horizon (i.e., 20 years) over which the costs and benefits of alternative resource plans are evaluated. At least two portfolios of demand-side resources (including both moderate and aggressive portfolios) will be modeled in some of the alternative resource plans.

B. Model at least 300 MW of wind generation as a supply-side resource that goes in-service during the first five years of the planning horizon in some of its alternative resource plans. The wind resources may go in service in multiple stages (e.g., 150 MW in year 2 and 150 MW in year 4).

C. Model both demand-side resources (including energy efficiency resources and demand response resources) and wind generation supply side resources in some of its alternative resource plans where they are both implemented during the first five years of the planning horizon.

4 CSR 240-22.070
Risk Analysis and Strategy Selection

26. AmerenUE will include in the 2008 filing a discussion of the rationale used by its decision-makers to judge the appropriate trade-offs among competing planning objectives, expected performance and risk. This discussion will include identification of the decision-makers by name and title.

27. AmerenUE will document the subjective assessments of probabilities by AmerenUE decision-makers for the likelihood of adverse outcomes for uncertain factors that are critical to the performance of the various alternative resource plans. The names and positions of these decision-makers will also be documented.

28. AmerenUE agrees contingency planning is an on-going process. AmerenUE agrees to continue to develop and update its contingency plan in the 2008 resource planning filing. Contained within AmerenUE's contingency analysis will be either a contingency plan or an explanation of why a contingency plan is not needed for at least each of the risk factors identified in 4 CSR 240-22.070(2). In addition, the following will be included in AmerenUE's ongoing contingency planning: either a contingency plan for (a) emissions of all pollutants, not limited to SO₂, that are subject to cap-and-trade regulation under current air quality rules or rules in development; and (b) significant decreases or disruptions in available supply of natural gas; or an explanation of why a contingency plan is not needed for these factors.

29. AmerenUE agrees to create demand-side and supply-side implementation plans that cover the implementation period between the 2008 filing and the 2011 filing.

30. The supply-side implementation plan will include environmental compliance activities and investments for the implementation period. Environmental

compliance activities include, but are not limited to, (1) the analysis of environmental compliance strategies; (2) emission allowance transactions; and (3) research, planning, and construction activities related to environmental compliance. Information on environmental compliance strategies and plans for environmental compliance research and construction activities will include unit-by-unit information regarding projected annual cash expenditures (both actual expenditures to current date by year and budgeted future expenditures by year) and schedules for construction and research activity milestones and completion dates.

31. The demand-side implementation plan will include a robust combination of demand response, energy efficiency and low-income programs to the extent the integrated and risk analysis shows that such programs are expected to contribute to outcomes that satisfy planning objectives identified in (1) the Chapter 22 IRP Rules and (2) by AmerenUE. The demand-side implementation plan will also include provisions to accomplish the planning, evaluation and research activities required by 4 CSR 240-22.070(9)(B) and (D).

4 CSR 240-22.080
Filing Schedule and Requirements

32. AmerenUE will provide workpapers as created and used to develop its Integrated Resource Plan. AmerenUE agrees to minimize the use of hard numbers (no formula linked to the number) and, in situations where hard numbers need to be used, AmerenUE will document the source of the number and/or explain how the number was derived. AmerenUE will request consultants to indicate what is being quantified and the units of measure in workpapers which contain quantitative assumptions, estimates or data.

33. AmerenUE agrees to have all workpapers and other supporting documentation, including the workpapers of its consultants, available at the time of filing. AmerenUE will require all of the consultants that it hires to provide workpapers to AmerenUE. Further, AmerenUE agrees to encourage consultants to deliver their workpapers as soon as they can reasonably be delivered and to inform the stakeholders when workpapers become available. Stakeholders may request copies of any workpapers that are available prior to the time of filing and AmerenUE agrees to meet reasonable stakeholder requests.

34. AmerenUE agrees to provide verification that the resources acquisition strategy has been officially approved by AmerenUE. This verification will include the name, position and signature of the AmerenUE employees who approved the resource acquisition strategy for AmerenUE.

35. All waiver requests will be discussed with the stakeholders in workshops during the first two months of project (Initiation Phase). In many instances, AmerenUE will be hiring various consulting expertise to lead workshops and develop the waiver requests. AmerenUE will file waiver requests within one month of completing the Initiation Phase. Each waiver request will include an explanation of the rationale for the request. Since each stakeholder will be involved with AmerenUE waiver request development, the stakeholders agree to file a response with the Commission to each waiver request within ten (10) business days of AmerenUE's waiver request filing. The prompt response by stakeholders is intended to facilitate an expedited decision by the Commission. AmerenUE's IRP filing will comply with the Commission decision

regarding each waiver request. The stakeholders may, by consensus, and as set forth in a written agreement, extend the time for AmerenUE requesting the waivers.

Terms Not Linked to a Specific Section of 4 CSR 240-22

Participatory Process

36. AmerenUE agrees to give substantial consideration to the input of stakeholders through the participatory planning process. If a stakeholder alleges that AmerenUE either did not seriously consider its input or unreasonably rejected recommendations that were part of its input, the stakeholder may ask the Commission to rule on the merits of the stakeholder's allegation and order AmerenUE to implement any lawful remedies within the Commission's power that address the allegation. AmerenUE agrees that, in the event the Commission has been requested to rule on any such stakeholder allegation, it will continue its Chapter 22 resource planning activities and fulfill its commitments pursuant to this Non-Unanimous Stipulation and Agreement to the extent reasonably possible while the dispute is pending before the Commission. Stakeholders that participate in the participatory planning process will retain their ability to litigate cost recovery issues, including decisional prudence, pertaining to AmerenUE's resource acquisition strategy.

37. The participatory planning process will include a minimum of eight meetings and six conference calls. The meetings and calls with the stakeholders will be scheduled to facilitate discussion on various aspects of the planning process. The section below on the five planning phases outlines allocation of the minimum number of meetings. In order to facilitate efficient meetings, multiple workshops (or topics) will be held on one day when possible.

38. In an effort to make AmerenUE's planning process more transparent to the stakeholders, AmerenUE commits to hiring consulting experts in at least the following areas:

A. Demand-Side: AmerenUE commits to engaging a consultant to assist in DSM evaluation, program design, and creation of an implementation plan. AmerenUE has involved the stakeholders in the selection of this consultant as described above. Ultimately, the consultant will lead workshops to facilitate the participation of the stakeholders. The consultant will facilitate the following workshops related to the tasks outlined in paragraph 18:

1. Workshop 1 – As part of Task 1, the consultant will facilitate at least one workshop with stakeholders to discuss Task 1 subtasks.
2. Workshop 2 – As part of Task 4, the consultant will facilitate at least one workshop to discuss the development and assessment of DSM programs.
3. Workshop 3 – As part of Task 7, the consultant will facilitate at least one workshop for the purpose of providing information to the stakeholders on work that is completed or in progress and soliciting comments from them. AmerenUE will use its best efforts to provide relevant workpapers to the stakeholders prior to this workshop. Additional conference calls may be scheduled to follow up on issues that arise during this workshop.

B. Renewable Resources: AmerenUE commits to hiring a consultant to develop renewable options that satisfy 4 CSR 240-22.040. AmerenUE intends

to use the consulting firm that has been selected for developing the “Wind RFP.” AmerenUE sent the stakeholders the original RFP, a write-up on the selection criteria used to choose the wind consultant for the AmerenUE wind project, and a summary of each consultant's proposal in response to the RFP. AmerenUE has already communicated to the stakeholders the name of the consultant firm it intends to engage. If AmerenUE chooses to hire a different firm, the stakeholders will receive a draft of the RFP, as well as the bidders’ list, prior to issuing the RFP. AmerenUE will share its evaluation of bids received in response to the RFP. Ultimately, the consultant will lead workshops to facilitate the participation of the stakeholders. AmerenUE commits to a minimum of three workshops for the following purposes:

1. Workshop 1 - Define renewable options. Options considered will include, but not be limited to, wind, biomass, solar, and landfill gas.

2. Workshop 2 - Communicate and receive feedback on initial resource definitions (i.e., inputs and assumptions).

3. Workshop 3 – Finalize renewable resource definition and discuss alternative resource plans that include renewable resources.

C. Environmental: AmerenUE commits to hiring a consultant to assist in defining probable environmental costs as defined by 4 CSR 240-22.040(2)(B)1.

- 4. The probable environmental costs that are quantified as a part of the workshops will include the probable costs of additional laws and regulations governing carbon or CO2 and will be carried forward in the analysis under 4 CSR

240-22.060(2), 4 CSR 240-22.060(4) and 4 CSR 240-22.070(2). AmerenUE has already communicated to the stakeholders the name of the firm it desires to hire for this work. If AmerenUE chooses to hire a different or additional firm, stakeholders will receive a draft of the RFP, as well as the bidders' list, prior to issuing the RFP. AmerenUE will share its evaluation of bids received in response to the RFP. Ultimately, the consultant will lead workshops to facilitate the participation of the stakeholders. AmerenUE commits to a minimum of three workshops for the following purposes:

1. Workshop 1 - Define approach to 4 CSR 240-22.040(2)(B)1. - 4. and possible waiver requests. This workshop will include discussion of potential future environmental legislation.

2. Workshop 2 – Finalize waiver requests. Communicate and receive feedback on the approach for the environmental risk analysis, the identified list of potential environmental pollutants, and environmental scenarios (i.e., inputs and assumptions). Examples of factors and situations that will be considered for inclusion in its uncertainty analysis are compliance with possible future federal legislation or regulation to reduce greenhouse gas emissions and compliance with possible future federal mercury regulations.

3. Workshop 3 – Finalize environmental pollutants inputs and scenarios.

39. As part of the participatory planning process, AmerenUE commits to including the following topics in meetings outlined in the planning phases below:

- A. Project Plan and Schedule
- B. Load Analysis and Forecast
- C. Supply-side Resources
- D. Demand-side Resources
- E. Risk Analysis: Uncertainty Factors, Sensitivities, Scenarios, Stochastic, Estimated Value of Better Information (EVBI)
- F. Market Forecast: Commodities and Electric Price
- G. Alternative Resource Plans
- H. Environmental Compliance Strategy
- I. Results
- J. Preferred Resource Plan
- K. Demand-Side and Supply-Side Implementation Plans including environmental compliance and investments for a three year period.
- L. Contingency Options and a process for monitoring critical uncertain factors.

These meetings may consist of multiple workshops. The above work will be done in five phases:

1. Initiation (two (2) months) - This phase consists of defining waiver requests and developing the project plan. AmerenUE will file any waiver requests within one month of completing this phase. The stakeholders will be asked to participate in at least two (2) meetings and two (2) conference calls.

2. Pre-Analysis (five (5) months) - This phase consists of definition of assumptions and some preliminary analysis for each of the planning areas (Supply-Side, Demand-Side, Load Analysis and Forecasting, Risk, and Market Forecast). The stakeholders will be asked for comments and feedback in areas such as identifying renewable options, DSM options, future environmental legislation, uncertainty factors, and key decisions. AmerenUE will provide presentations on preliminary screening analysis for both supply-side and demand-side to the stakeholders. The stakeholders will be asked to participate in at least four (4) meetings and two (2) conference calls.

3. Analysis (three (3) months) - This phase includes integration analysis (alternative resource plan definition) and performing analysis for the base resource plan, decision trees, stochastic, and scenarios. The parties will have opportunities to provide feedback on the alternative resource plans evaluated, base resource plan analysis, risk analysis, and expected value of better information. The stakeholders will be asked to participate in at least one (1) meeting and one (1) conference call.

4. Preferred Plan Selection and Development of Resource Acquisition Strategy (two (2) months) - This phase includes development of the demand-side management evaluation plans (process and impact), selection of the preferred resource plan, definition of uncertainty limits, description of contingency options, and documentation of a monitoring

process. The parties will be asked to participate in at least one (1) meeting and one (1) conference call.

5. Reporting (one (1) month) - This phase consists of AmerenUE's preparation of the appropriate documents for filing. Most of the documentations would come from reports, presentation, and information developed in the other phases. AmerenUE will meet with stakeholders within one month of the IRP filing.

Other Terms

40. AmerenUE agrees that if the Commission removes or lessens the requirements of Chapter 22 prior to AmerenUE's 2008 filing, such changes will not affect the commitments in this Non-Unanimous Stipulation and Agreement regarding the 2008 filing.

41. Stakeholders agree that should future changes to Chapter 22 result in additional or differing requirements, the stakeholders will support AmerenUE in seeking a waiver or exemption from the additional or differing requirements for the 2008 filing.

42. Public Counsel agrees to not pursue issues related to EEInc. within the instant docket, EO-2006-0240, or within AmerenUE's Integrated Resource Planning docket for the 2008 resource plan filing.

43. This Non-Unanimous Stipulation and Agreement does not restrict any signatory party from taking the position of its choice in any Commission case to review the Chapter 22 Electric Utility Resource Planning / IRP Rules or in any AmerenUE rate proceeding, including its pending electric rate increase case, Case No. ER-2007-0002.

44. The stakeholders agree to hold semi-annual resource planning meetings until the 2008 IRP filing. The meetings will be open to all stakeholders in this case. At these meetings, AmerenUE will provide an update on the incorporation of the terms of this Non-Unanimous Stipulation and Agreement into the 2008 filing. The meetings will also be used to facilitate discussion and gather input from participants on specific aspects of the IRP process. The first meeting will be held within a month of the Commission's approval of this Non-Unanimous Stipulation and Agreement.

45. All actions agreed upon by AmerenUE shall be completed for the February 5, 2008 filing, unless otherwise stated.

46. AmerenUE's agreement to take any particular action or to provide any particular analysis in the 2008 filing does not constitute an admission on the part of AmerenUE that its 2005 filing contained any deficiencies.

47. The Staff may file suggestions, a memorandum or other pleading in support of this Non-Unanimous Stipulation and Agreement and AmerenUE and the other parties shall have the right to file responsive suggestions, memorandum or other pleading in response. The contents of any suggestions, memorandum or other pleading provided by Staff, AmerenUE or any other party are its own.

48. None of the signatory parties shall be deemed to have approved or acquiesced in any question of Commission authority, accounting authority order principle, cost of capital methodology, capital structure, decommissioning methodology, ratemaking principle, valuation methodology, cost of service methodology or determination, depreciation principle or method, rate design methodology, cost allocation, cost recovery, or prudence that may underlie this Non-Unanimous Stipulation

and Agreement, or for which provision is made in this Non-Unanimous Stipulation and Agreement.

49. This Non-Unanimous Stipulation and Agreement represents a negotiated settlement. Except as specified herein, the parties to this Non-Unanimous Stipulation and Agreement shall not be prejudiced, bound by, or in any way affected by the terms of this Non-Unanimous Stipulation and Agreement: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Non-Unanimous Stipulation and Agreement in the instant proceeding, or in any way condition its approval of same.

50. The provisions of this Non-Unanimous Stipulation and Agreement have resulted from extensive negotiations between the parties and are interdependent. In the event that the Commission does not approve and adopt the terms of this Non-Unanimous Stipulation and Agreement in total, it shall be void and none of the signatory parties shall be bound, prejudiced, or in any way affected by any of the agreements or provisions hereof, unless otherwise agreed to by the signatory parties.

51. If approved and adopted by the Commission, this Non-Unanimous Stipulation and Agreement shall constitute a binding agreement among the signatory parties. The parties shall cooperate in defending the validity and enforceability of this Non-Unanimous Stipulation and Agreement and the operation of this Non-Unanimous Stipulation and Agreement according to its terms.

52. This Non-Unanimous Stipulation and Agreement does not constitute a contract with the Commission. Acceptance of this Non-Unanimous Stipulation and Agreement by the Commission shall not be deemed as constituting an agreement on the

part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has. Thus, nothing in this Non-Unanimous Stipulation and Agreement is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

53. If the Commission does not unconditionally approve this Non-Unanimous Stipulation and Agreement without modification, and notwithstanding its provision that it shall become void thereon, neither this Non-Unanimous 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 to a hearing on the issues presented by the Non-Unanimous Stipulation and Agreement, for cross-examination, or for a decision in accordance with Section 536.080 RSMo 2000 or Article V, Section 18 of the Missouri Constitution, and the parties shall retain all procedural and due process rights as fully as though this Non-Unanimous Stipulation and Agreement had not been presented for approval, and any suggestions, memoranda, testimony or exhibits that have been offered or received in support of this Non-Unanimous Stipulation and Agreement shall thereupon become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever, unless otherwise agreed to by the parties.

54. In the event the Commission accepts the specific terms of the Non-Unanimous Stipulation and Agreement, the signatory parties waive their respective rights to cross-examine witnesses; their respective rights to present oral argument and written

briefs pursuant to Section 536.080.1 RSMo 2000; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo 2000; and their respective rights to judicial review pursuant to Section 386.510 RSMo 2000. This waiver applies only to a Commission Order Approving Non-Unanimous Stipulation and Agreement or other Report and Order approving this Non-Unanimous Stipulation and Agreement issued in this proceeding, and does not apply to any matters raised in any subsequent Commission proceeding, or any matters not explicitly addressed by this Non-Unanimous Stipulation and Agreement.

WHEREFORE, for the foregoing reasons, the signatory parties respectfully request that the Commission issue an Order approving the terms and conditions of this Non-Unanimous Stipulation and Agreement.

Respectfully submitted,

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Certificate of Service

I hereby certify that copies of the foregoing have been mailed, hand-delivered, or transmitted by facsimile or electronic mail to all counsel of record this 5th day of January 2007.

/s/ Wendy Tatro