BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Union Electric Company d/b/a	)	
Ameren Missouri's 2nd Filing to Implement	)	File No. EO-2015-0055
Regulatory Changes in Furtherance of Energy	)	
Efficiency as Allowed by MEEIA.	)	

NON-UNANIMOUS STIPULATION AND AGREEMENT

COMES NOW Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or the "Company"), Missouri Department of Economic Development – Division of Energy ("DE"), Natural Resources Defense Council ("NRDC"), Kansas City Power and Light Company ("KCP&L") and KCP&L Greater Missouri Operations Company ("GMO"), and United For Missouri, Inc. ("UFM") (collectively the "Signatories") and submit to the Missouri Public Service Commission ("Commission") for its approval the following Non-Unanimous Stipulation and Agreement ("Stipulation") resolving the matter of the Company's Plan, as hereinafter defined. In support thereof, the Signatories respectfully state and agree as follows:

Background

1. On December 22, 2014, Ameren Missouri filed its second Application pursuant to 4 CSR 240-4.020(2), under the Missouri Energy Efficiency Investment Act ("MEEIA") and the Commission's MEEIA rules in furtherance of its energy efficiency programs (the Application and attached 2016-2018 Energy Efficiency Plan filed on December 22, 2014, and all supporting and attached exhibits shall collectively be referred to hereafter as the "Plan"). This case has presented potential issues for resolution at hearing ranging from the scope of the programs and measures, funding levels, cost recovery mechanism(s) for program costs and lost revenues, incentives, use of a technical resource manual, waiver of certain regulation requirements and other rate design concerns.

2. Other parties to the case, including DE, National Housing Trust ("NHT"), Tower Grove Neighborhoods CDC ("TGNCDC"), Sierra Club, NRDC, the Office of the Public Counsel ("OPC") and the Commission Staff ("Staff"), filed their rebuttal testimony on March 20, 2015, addressing the issues presented.

3. All parties to this case, with the exception of NHT, TGNCDC, KCP&L, GMO, and UFM, filed surrebuttal testimony on April 27, 2015.

Stipulated Resolution of Issues:

4. This Stipulation is premised upon modifications to the original Plan. The Signatories agree that the Plan shall be approved, as modified by this Stipulation. Unless altered specifically by this Stipulation, the terms of the Plan shall control. The Signatories further agree that nothing in this Stipulation (or the acceptance by a party thereto) shall prejudice the Company or any other party with respect to the Company's currently pending Integrated Resource Plan ("IRP") filing. Further, nothing in this Stipulation shall require the Company to alter its IRP preferred plan.

5. The Signatories acknowledge that prospective views on energy efficiency as well as evaluation, measurement and verification ("EM&V") are inherently subjective. The values stated in this Stipulation shall be "black box" unless otherwise specifically stated and are not intended to be reflective of adherence to (or endorsement of) any specific modeling or methodological approach. The Signatories agree that all values contained in the Technical Resource Manual ("TRM") and the avoided costs and associated calculations are final and shall not be revised after the operation of the Demand-Side Investment Mechanism ("DSIM") is

approved in this docket.[1] No values or amounts shall be revised, trued-up, or otherwise altered unless specifically provided for in this Stipulation or the Plan (or otherwise agreed to and memorialized in a future amendment to this Stipulation or the Plan and subsequently approved by the Commission). The Signatories acknowledge that this agreement does not bind any party beyond Ameren Missouri's 2016-18 MEEIA plan and the Signatories are free to take different positions on these issues in other cases.

6. The Signatories agree that in the event this Stipulation is objected to, the Parties shall defend the Stipulation as a joint position in connection with any contested hearing, briefing or other proceeding.

Program Savings and Budget Enhancements:

7. The Signatories agree that the Plan shall be modified as follows:

a. The total Plan energy savings target will be increased by approximately 37% to a total savings equivalent of 583,563 megawatt-hours ("MWh").

b. The program budget will be increased to $197,209,859 (an approximately 47% increase over the original Plan). The new MWh savings targets and budget include all program modifications included in the paragraphs below and as set forth in Tables 1 and 2.

[1] The TRM will be updated initially to reflect the results of the 2014 EM&V as well as for the programs added as a result of this agreement.

Table 1

	2016	2017	2018	Total
Res Net Energy Savings (MWh)	**101,740**	**61,757**	**60,066**	**223,563**
C&I Net Energy Savings (MWh)	**104,991**	**123,557**	**131,452**	**360,000**
Total Net Energy Savings (MWh)	**206,732**	**185,314**	**191,518**	**583,563**
Residential Program Costs	**34,279,782**	**26,852,995**	**26,166,797**	**87,299,574**
Business Program Costs	**32,065,882**	**37,890,359**	**39,954,045**	**109,910,286**
Total Program Costs	**66,345,664**	**64,743,354**	**66,120,841**	**197,209,859**

Table 2

	Proposed Energy Savings Targets (MWh)				Proposed Budget ($)				TRC
	2016	2017	2018	Total	2016	2017	2018	Total	
Standard	28,652	32,462	34,350	95,464	8,376,373	9,568,277	10,018,479	27,963,129	1.54
Custom	58,617	66,413	70,357	195,387	17,211,562	19,417,830	20,428,446	57,057,839	1.74
RCx	6,742	7,639	8,129	22,509	2,693,015	3,097,707	3,219,789	9,010,512	1.36
New Construction	4,980	5,642	6,016	16,639	1,804,930	2,044,545	2,129,330	5,978,806	1.48
SBDI	6,000	11,400	12,600	30,000	1,980,000	3,762,000	4,158,000	9,900,000	1.29
Business Total	104,991	123,557	131,452	360,000	32,065,882	37,890,359	39,954,045	109,910,286	1.62
Lighting	49,846	20,533	19,886	90,265	8,784,610	6,806,826	6,724,100	22,315,536	1.12
Efficient Products	4,760	4,760	4,760	14,280	1,724,991	1,758,645	1,580,550	5,064,187	1.49
HVAC	31,399	22,320	22,320	76,039	16,754,653	11,790,082	11,735,537	40,280,272	1.42
Appliance Recycling	4,493	3,264	2,921	10,678	1,429,326	1,070,312	925,526	3,425,164	1.34
Low Income	5,048	4,667	3,952	13,666	3,772,227	3,588,841	3,388,933	10,750,000	0.96
EE Kits	6,194	6,214	6,228	18,636	1,813,975	1,838,289	1,812,150	5,464,414	1.53
Residential Total	101,740	61,757	60,066	223,563	34,279,782	26,852,995	26,166,797	87,299,574	1.31
Total Portfolio	206,732	185,314	191,518	583,563	66,345,664	64,743,354	66,120,841	197,209,859	1.50

8. The Signatories agree that the overall budget for Low-Income ("LI") programs will be increased by 58% reaching a total overall budget for LI energy efficiency programs of $10.75 million. The entire LI program budget of $10.75 million will be utilized to deliver energy efficiency services to Ameren Missouri customers who are owners and operators of multi-family low-income ("MFLI") properties, while benefiting the low-income qualified tenants of those buildings. The requirements of this paragraph are separate from any additional programs that might result from paragraph 14 of this agreement. The program will focus on in-unit, whole-building and common area improvements.

a. If the UCT is less than one for any LI program, the LI net benefits will be removed from the net benefits utilized to calculate both the Throughput Disincentive and the Performance Incentive each year. Irrespective of cost-effectiveness, the MWh energy savings from the LI programs shall count toward the performance targets.

b. The Company shall be permitted to provide for program continuity for the MFLI program in a similar manner as was provided for the business energy efficiency programs in the Plan.

c. The Company will provide owners of multi-family buildings with a single point of contact ("Coordinator") for in-unit and common area/building system measures (regardless of whether the impact is to a residential or commercial customer). The Coordinator's duties will include:

   i. Determining eligibility and ensuring eligible customers are aware of the available incentives from all utilities.

   ii. Assisting in the application process for Ameren Missouri residential and business improvements. In addition, where other utilities are participating, assisting with those applications.

   iii. Providing a seamless point of contact for navigating the various incentive offers provided by the Company and other utilities.

   iv. Maintaining a relationship with the existing business trade ally network and providing information and guidance to assist them with the bid process for installation work.

v. Understanding and maintaining a network of assistance agencies and making referrals for financing and repairs, seeking to remove barriers to participation.

vi. Providing case studies and education, and working with business development teams to ensure proper outreach is occurring.

vii. Coordinating marketing materials to provide an easy to understand process for participation.

viii. Maintaining working relationships with and providing outreach and education to stakeholders such as lenders, Missouri agencies, and other identified parties.

d. For the purposes of this program, a building's eligibility will be determined by the income qualification of the tenant occupants, who must meet one of the following requirements for eligibility:

i. Reside in federally-subsidized housing units and fall within that program's income guidelines. State Low-Income Housing Tax Credit (state LIHTC) buildings will be eligible only to the extent allowed under state law.

ii. Reside in non-subsidized housing with an income at 200% of poverty level or below. Where a property has a combination of qualifying tenants and non-qualifying tenants, at least 51% of the tenants must be eligible to receive incentives for the entire building to qualify. For multi-family properties with less than 51% qualifying tenants, the owner/manager will be required to verify installation of comparable qualified energy efficiency measures at their own expense in all non-qualifying units, then the program may upgrade the whole building, common areas and all of the remaining eligible units with qualified energy efficiency measures.

e. Customers taking service under the Company's Service Classifications Small General Service Rate 2(M), Large General Service Rate 3(M), and Small Primary Service Rate 4(M) which supply energy to common areas or whole-building systems in multi-family residential buildings of three (3) or more units may participate in this program. The Program will provide a 25% bonus incentive for multi-family low-income whole building and common area measures. In addition to the dwelling unit measures the following measures are indicative of what will be available for the whole building and common areas: lighting, heating, ventilation and air conditioning ("HVAC"), domestic hot water, motors, envelope improvements, controls and EMS, pump/fan/piping/duct improvements.

f. Level 1 energy audits with information on savings and typical payback range, will be performed to develop a list of recommended measures that would provide savings for the building and to provide information on available prescriptive and performance-based (e.g. business custom) incentives.

9. The Signatories agree that the Company will add a Small Business Direct Install program as part of its overall portfolio. The target energy savings for this program will equal 30,000 MWh, and its target budget will equal $9.9 million. The program will target small business customers that are difficult to reach through traditional energy efficiency programs.

The program opens the door for savings associated with primarily high efficiency linear fluorescent and light-emitting diode ("LED") lighting, which will also lead to savings opportunities in areas such as refrigeration and HVAC.

10. For the Business Standard Incentive Program, Ameren Missouri agrees to identify and to communicate to its Trade Allies and customers the measures that will be offered as part of this Program. Based on the current procedural schedule, Ameren Missouri intends to communicate this information no later than December 15, 2015.

11. The Signatories agree that public facilities (state and federal) are eligible for program participation, and agree that executive orders or statutes that target, require, or mandate a defined reduction of energy for a public facility shall not be used to classify a project associated with a public facility as a "Free Rider." The target energy savings for public facilities will equal 25,000 MWh. The target budget for public facilities will equal $7.3 million.

12. The Signatories agree that the Company shall promote the Missouri Home Energy Certification program in conjunction with its energy efficiency programs, including featuring it on the Company's ActOnEnergy website. The promotions shall be designed to highlight the program's ability to increase the marketability of homes that have been improved through energy efficiency investments.

13. The Signatories agree that Combined Heat and Power ("CHP") measures are eligible measures under the business custom program. For purposes of determining cost effectiveness, savings from CHP is defined as follows:

Fuel Savings (FS) = (FT + FG) – FCHP

FS – total fuel savings
FT – avoided fuel use from on-site thermal production
FG – avoided fuel use from purchased grid electricity
FCHP – fuel use by the CHP system

The determination of the cost effectiveness of CHP will also recognize any reduced electric capacity on the Ameren Missouri system as a result of the addition of CHP. Fuel from all sources is expressed in terms of BTUs. The Signatories further agree that to the extent costs to implement CHP measures are determined to be ineligible for recovery and/or subject to refund by a reviewing court, the Signatories agree to support the Company's application for an accounting authority order to defer all such costs incurred and agree to support the inclusion of all such deferred costs in the revenue requirement in a future rate case through an amortization period not to exceed three years.

14. The Signatories agree that the residential lighting program will provide incentives to purchase compact fluorescent lamp ("CFL") light bulbs in grocery, drug, discount, and online store channels in 2016. A maximum of 1,150,000 CFLs will be incented. $1,667,500 of the increased budget will be allocated to these incentives, and 27,722 MWh of the increased energy savings targets arise from the additional CFL incentives. In order to determine energy savings and corresponding benefits (for the throughput disincentive as well as for the Performance Incentive), halogen bulbs will be utilized as the baseline for the effective useful life, the net-to-gross ("NTG") and hours of use will be deemed at 1.0 and 2.2 respectively for all CFLs incentivized in 2016. The incentive ranges included for other measures as part of the original Plan shall be supplemented to specify the ranges of incentives applicable to CFLs.

15. Identification of additional cost-effective energy savings. The Signatories agree to work together to identify additional cost-effective energy savings strategies to be implemented for program years 2017 and 2018. Programs must be beneficial to all customers in the customer class in which the programs are proposed, regardless of whether the programs are utilized by all customers. Although there is disagreement among the Signatories about whether or how easily

additional savings could be achieved, the Signatories agree to work together and determine the feasibility of implementing additional energy savings. NRDC believes that there may be as much as 300 to 400 gigawatt-hours ("GWh") at a targeted average unit cost between $250 and $350 per MWh. More specifically, the Signatories agree to work collaboratively to identify strategies to maximize savings in a cost effective manner. Strategies to be assessed may include, but are not limited to: expanding upstream programs to include additional lighting, HVAC and consumer electronics; including residential behavioral initiatives to inform consumers of their energy usage and to market other residential programs; using whole building benchmarking as a tool to prioritize existing buildings over 50,000 square feet for delivery of energy efficiency services; working with large employers in the service territory to market energy efficiency services to their employees; assistance with deep retrofits of existing public (state, county, municipal) buildings; assistance with whole building deep energy savings for new construction and existing buildings; supporting adoption and training efforts to advance energy codes in local political subdivisions; whole home approaches for new and existing homes, home-audit with direct install, co-delivery with gas utilities; low-income approaches not addressed in the multi-family program; and assistance with financing of energy efficiency services for multi-family buildings at the time of re-financing by developing a loan loss reserve fund. The Signatories agree to have these discussions between January and April of 2016. The Signatories agree that the identification of additional cost-effective savings strategies will not result in a change in the Performance Incentive target of 583,563 MWhs (as may be modified for opt-out impacts).

Modifications to DSIM Cost Recovery:

16. The Signatories agree that the Throughput Disincentive recovery mechanism detailed in the Plan, as modified below, aligns customer and shareholder interests. As explained

in the paragraphs below, the Signatories agree that the modifications to the Throughput Disincentive detailed in this Stipulation should be approved.

17. Due to the increase in budget and targeted savings, the percentage of net benefits required for the Performance Incentive and Throughput Disincentive will be adjusted accordingly. The percentage of net benefits required for Throughput Disincentive will be adjusted proportionally. The changes to the Performance Incentive are detailed in Paragraph 19 below.

18. The Throughput Disincentive-Net Shared Benefit ("TD-NSB") shall be approved with the modifications described herein. The TD-NSB shall be administered in two Tiers. Tier 1 is a fixed value not subject to change and insures that the revenues arising from Tier 1 may be accrued and reflected on the Company's income statement consistent with applicable accounting standards. Tier 2 is a sharing percentage adder that is calculated after the rate case intervals can be more fully observed (after the completion of the three-year cycle). The additional sharing percentage is dependent upon the actual rate case interval and the amount of rate increase granted in future rate cases arising from increases in the Company's fixed costs. The sharing percentage shall be set as established below.

a. Tier 1 of the TD-NSB sharing percentage shall be set using a 15-month rate case timing, which, as a practical matter is the shortest realistic interval between rate case filings. In no situation shall the total TD-NSB sharing percentage (Tier 1 + Tier 2) go below this threshold.

b. Tier 2 of the TD-NSB shall be based on the actual rate case timing. In the fall of 2019, Ameren Missouri will include the final calculation of Tier 2 in its Rider EEIC adjustment filing to be made at that time. For the final calculation of Tier 2, if the last rate case filed before the fall 2019 Rider EEIC adjustment filing is made did not include a billing unit true-up period with annualized energy efficiency savings that extended to or beyond 12/31/2018, then the Signatories agree that another hypothetical rate case will be included in the final determination of Tier 2; otherwise, the final calculation of Tier 2 will be based on actual rate case filings prior to the fall 2019 Rider EEIC adjustment filing. If a hypothetical rate case is needed to finalize the Tier 2 calculation, the timing of the hypothetical rate case will be determined using a three-step process:

Step 1 – add 48 months onto date of the last rate case filed prior to the fall 2019 Rider EEIC adjustment filing;

Step 2 – multiply the number of months between November 1, 2019 and the date of Step 1 by 50%;

Step 3 – add the result of Step 2 to November 1, 2019. The Tier 2 sharing percentage shall in no case be a negative value.

Example of determining last rate case filing date for final Tier 2 determination:

Step 1: last rate case filing date: January 1, 2018 (no billing unit true-up period with annualized energy efficiency savings extended to or beyond 12/31/2018) add 48 months = January 1, 2022;

Step 2: number of months between 11/1/2019 and 1/1/2022 = 26 * 0.5 = 13;

Step 3: add 13 months to 11/1/2019 = 12/1/2020 which is the hypothetical rate case filing date for the final determination of the Tier 2 sharing percent.

Again, this three-step process is unnecessary if the last rate case filed prior to the fall 2019 Rider EEIC adjustment filing includes a billing unit true-up period with annualized energy efficiency savings that extends to or beyond 12/31/2018.

c. Furthermore Tier 1 shall be set on the base assumption of 1% fixed cost rate increases for each future rate case. For those rate cases with known outcomes at the time of Tier 2 determination (i.e. a fully adjudicated rate case by 11/1/2019) then the marginal rate analysis in Ameren Missouri's MEEIA 2 Report will be updated to reflect those rate case outcomes. For rate case outcomes not known at the time of Tier 2 determination, a 4% increase in fixed costs shall be used for determination of Tier 2. Furthermore, Ameren Missouri will update the initial fixed cost rate, following the same process outlined in the MEEIA 2 Report, to reflect the impact of the Report and Order in File No. ER-2014-0258.

d. Based on the updated portfolio in paragraph 7.b., the Tier 1 sharing percent shall be set at 27.68%.

Performance Incentive

19. After the conclusion of the three-year Plan period, using final EM&V results (with EM&V to be performed after each of the program years 1, 2 and 3), Ameren Missouri will be allowed to recover the Performance Incentive, which is $30 million if Ameren Missouri

achieves this new target and is collected as a percentage of NSB as described on Appendix A attached hereto and incorporated herein by this reference (the "Performance Incentive Award"). The cumulative net MWh determined through EM&V to have been saved as a result of the MEEIA Programs will be used to determine the amount of Ameren Missouri's Performance Incentive Award, with the cumulative net MWh performance achievement level (expressed as a percentage) being equal to cumulative net MWh savings determined through EM&V divided by Ameren Missouri's total targeted MWh (which is the cumulative annual net MWh savings in the third year of the three-year Plan period). The targeted net energy savings shall be adjusted annually for full program year impacts on targeted net energy savings caused by actual opt-out. Actual net energy savings for each program year will be determined through the EM&V, the annual application of net-to-gross shall follow the process described in Appendix B, with the sum of the three years' actual net energy savings to be used to determine the amount of the Performance Incentive Award. The EM&V process shall be conducted as follows:

a. Approximately five percent of the three-year MEEIA Programs' costs budget will be spent for EM&V. Ameren Missouri will consider input from the stakeholder group in its determination of how best to allocate and utilize the EM&V budget.

b. Procedures applicable to EM&V reports are provided for in Appendix B attached hereto.

General Provisions

20. This Stipulation is being entered into for the purpose of disposing of the issues that are specifically addressed herein. In presenting this Stipulation, none of the Signatories shall be deemed to have approved, accepted, agreed, consented or acquiesced to any ratemaking

principle or procedural principle, including, without limitation, any method of cost or revenue determination or cost allocation or revenue related methodology, and none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation (whether it is approved or not) in this or any other proceeding, other than a proceeding limited to enforce the terms of this Stipulation, except as otherwise expressly agreed upon herein.

21. This Stipulation has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not approve this Stipulation (because of an objection), or approves it with modifications or conditions to which a Signatory objects, then except as provided for in paragraph 6, this Stipulation shall be void and no Signatory shall be bound by any of its provisions.

22. If the Commission does not unconditionally approve this Stipulation without modification, and notwithstanding its provision that it shall become void, neither this Stipulation, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with Section 536.080 RSMo 2000 or Article V, Section 18 of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this Stipulation shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

23. If the Commission unconditionally accepts the specific terms of this Stipulation without modification, the Signatories 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 Supp. 2011. These waivers apply only to a Commission order respecting this Stipulation issued in this above-captioned proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Stipulation.

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

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

26. KCP&L supports the agreement as a whole based on the understanding that, for Ameren Missouri, this Stipulation aligns its interests with that of its customers and the Missouri Energy Efficiency Investment Act (MEEIA) so that Ameren Missouri is willing to pursue the included portfolios of energy efficiency savings under the conditions specified herein. KCP&L is not taking a position on the individual provisions of this agreement and may have different approaches to these issues in the future. Ameren Missouri and KCP&L agree that each electric utility's circumstances as well as differences in service territory and customer makeup will lead

to different energy efficiency savings potential, programs and agreements with stakeholders and composition of terms under which energy efficiency can be pursued.

27. UFM signs this agreement to the extent that this energy efficiency portfolio is more cost effective than adding additional generation. UFM reserves the option not to support (although it will not oppose) the AAO in paragraph 13 or participate in the collaboration discussed in paragraph 15, although it does not object to the inclusion of the language for either paragraph in this agreement.

28. The modifications to the original Plan reflected in this Stipulation are acceptable to the Company.

29. The Signatories agree that all of the waivers requested in the Company's Application in this docket should be granted, and agree that to the extent necessary, the Commission should grant such further waivers to the Commission's rules respecting MEEIA as necessary in order to implement the Plan, as modified by this Stipulation.

30. The Signatories agree that the exemplar Rider EEIC included with the Plan, and any other tariff sheets that were a part of or contemplated by the Plan, shall be modified as necessary to implement the Plan, as modified herein, and filed as compliance tariffs. Moreover, additional program tariff sheets to implement the new programs provided for by this Stipulation that were not part of the original Plan shall be prepared in a manner consistent with the program tariff sheets for those programs that were part of the original Plan, and also filed as compliance tariffs.

WHEREFORE, Ameren Missouri respectfully requests the Commission issue its order approving this Stipulation and Agreement subject to the specific terms and conditions contained herein.

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been electronically mailed this 30th day of June, 2015 to all counsel of record in this proceeding.

/s/ Wendy Tatro