

funding for each evaluation. In the event an evaluation costs less than \$120,000, the remaining funds will serve to reduce the next annual \$60,000 withholding.

4. MDNR will continue to provide a quarterly report on the Low Income Weatherization Program detailing the number of homes weatherized, estimated kWh and Btu saved for each home and expenditure rates by month, and will provide updates at Ameren Missouri quarterly stakeholder meetings.

GENERAL PROVISIONS

5. This Stipulation is being entered into for the purpose of disposing of the issues that are specifically addressed in this Stipulation. 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 specified herein.

6. This Stipulation has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not approve this Stipulation without modification, then the Stipulation shall be void and no signatory shall be bound by any of the agreements or provisions herein.

7. 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.

8. 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 2000. 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. This Stipulation contains the entire agreement of the Parties concerning the issues addressed herein.

9. 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.

10. If the Commission has questions for the signatories' witnesses or signatories, the signatories will make available, at any on-the-record session, their witnesses and attorneys on the issues resolved by this Stipulation, so long as all signatories have had adequate notice of that

session. The signatories agree to cooperate in presenting this Stipulation to the Commission for approval, and will take no action, direct or indirect, in opposition to the request for approval of this Stipulation.

NON-SIGNATORY PARTIES

11. The following parties have indicated that while they will not sign this Stipulation, they will not oppose it: the Commission Staff, the Missouri Industrial Energy Consumers, the Missouri Energy Group, the Missouri Energy Users Association, AARP and the Consumers Council of Missouri.

WHEREFORE, the signatories respectfully request the Commission to issue an Order in this case approving this Nonunanimous Stipulation and Agreement.

/s/ Wendy Tatro
Wendy K. Tatro, Bar #60261
Associate General Counsel
Thomas M. Byrne, Bar #33340
Managing Assoc. General Counsel
Union Electric Company
d/b/a Ameren Missouri
P.O. Box 66149 (MC 1310)
1901 Chouteau Avenue
St. Louis, MO 63166-6149
(T) 314-554-3484
(T) 314-554-2514
(F) 314-554-4014
AmerenMOService@ameren.com

James B. Lowery, Bar #40503
SMITH LEWIS, LLP
P.O. Box 918
Columbia, MO 65205-0918
(T) 573-443-3141
(F) 573-442-6686
lowery@smithlewis.com

**Attorneys for Union Electric Company
d/b/a Ameren Missouri**

CHRIS KOSTER
Attorney General

Jennifer S. Frazier
Assistant Attorney General
P.O. Box 899
Jefferson City, Missouri 65102
Bar No. 39127
573-751-8795
573-751-8796 (fax)
jenny.frazier@ago.mo.gov

**Attorney for Missouri Department of
Natural Resources**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document was served on all parties of record via electronic mail (e-mail) on this 18th day of May, 2011.

/s/ Wendy Tatro _____
Wendy K. Tatro