BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

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In the Matter of the Tariff Filings of Union Electric Company, d/b/a Ameren Missouri, to Increase Its Revenues for Retail Electric Service.

File No. ER-2011-0028

NONUNANIMOUS STIPULATION AND AGREEMENT REGARDING LOW INCOME WEATHERIZATION EVALUATION

As a result of discussions among certain parties to this case — Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri or "the Company") and the Missouri Department of Natural Resources ("MDNR") — the undersigned parties (collectively "the signatories") hereby submit to the Missouri Public Service Commission ("Commission") for its consideration and approval this Nonunanimous Stipulation and Agreement Regarding Low Income Weatherization Evaluation ("Stipulation"), resolving certain issues in this case. The signatories agree:

1. The Company agrees to continue its annual payments of \$1,200,000 to the Environmental Improvement and Energy Resources Authority ("EIERA") for purposes of funding weatherization of homes owned by qualified low-income Ameren Missouri electric customers ("Low Income Weatherization Program"), less an amount set aside for evaluation of the Low Income Weatherization Program as specified in this Agreement.

2. The signatories agree that Ameren Missouri will contract with an independent third party contractor to conduct both a process and impact evaluation ("evaluation") of the Low Income Weatherization program in Ameren Missouri's service territory as follows:

- A. The first evaluation under this agreement will be completed by April 30, 2012.
- B. The first evaluation will cover the time period of January 1, 2010 through December 31, 2011.
- C. Evaluations will be conducted every two years thereafter.

3. MDNR and Ameren Missouri agree that the evaluation is to be funded from Ameren Missouri's withholding from Ameren Missouri's annual payment to EIERA of a maximum amount of \$60,000 annually. This is intended to provide \$120,000 as the maximum 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

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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_

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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