

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

In the Matter of Union Electric Company)
d/b/a Ameren Missouri's Tariffs to Increase) File No. ER-2012-0166
Its Annual Revenues for Electric Service.)

**NONUNANIMOUS STIPULATION AND AGREEMENT
REGARDING AMEREN MISSOURI'S VOLUNTARY GREEN PROGRAM**

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 Public Service Commission Staff (“Staff”) (collectively “the signatories”) hereby submit to the Missouri Public Service Commission (“Commission”) for its consideration and approval this Nonunanimous Stipulation and Agreement Regarding Ameren Missouri’s Voluntary Green Program (“Stipulation”), resolving certain issues in this case. The signatories agree:

1. The signatories agree that Ameren Missouri will file, as part of its compliance tariff sheets filed at the end of this case, a revised Voluntary Green (otherwise known as Pure Power) program tariff, attached as Appendix A. The only change to the tariff sheet is to add an end date for the program of April 30, 2013.
2. The signatories agree that Ameren Missouri will file a new Voluntary Green program tariff sheet no later than October 19, 2012, bearing an effective date of May 1, 2013.
3. The signatories agree this Stipulation resolves all issues related to the Company’s existing Voluntary Green tariff sheet in this rate case.
4. The signatories agree that this Stipulation does not prevent any non-Ameren Missouri signatory from opposing the tariff sheet to be filed October 19th in part or in its entirety. This Stipulation does not prevent any non-Ameren Missouri signatory from raising any of the

arguments raised in this current rate case as it may apply to the October 19th tariff filing or in any future Voluntary Green case before the Commission.

5. The signatories agree not to seek an extension of the effective date of the tariff sheet filed on October 19th beyond the May 1, 2013, date, and will not support any extension of the effective date proposed by any other party. However, the signatories may jointly request extension of the effective date if necessitated due to Staff workload or Commission scheduling. Ameren Missouri agrees that if it withdraws the tariff sheet to be filed on October 19th, it will not re-file a substantially similar tariff sheet during calendar year 2013, unless so ordered by the Commission or unless jointly agreed upon between Ameren Missouri and Staff.

6. The signatories agree to work together to propose a procedural schedule for the case resulting from the October 19th filing that results in an order effective prior to the May 1, 2013 date.

GENERAL PROVISIONS

7. 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 specified herein.

8. This Stipulation has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not approve this Stipulation, or approves it with

modifications or conditions to which a party objects, then this Stipulation shall be void and no signatory shall be bound by any of its provisions. Moreover, if the Commission does not implement the terms and conditions agreed upon in this Stipulation, then this Stipulation shall also become void and no signatory shall be bound by any of its provisions.

9. 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.

10. 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.

11. This Stipulation contains the entire agreement of the signatories concerning the issues addressed herein.

12. 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.

NON-SIGNATORY PARTIES

13. The Office of the Public Counsel, the Missouri Department of Natural Resources, the Missouri Industrial Energy Consumers, Barnes-Jewish Hospital, the Missouri Retailers Association, the Midwest Energy Consumers Group, AARP, the Consumer Council of Missouri and Kansas City Power & Light Company have indicated that while they will not sign this Stipulation, they will not oppose it.

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

Respectfully submitted,

/s/ Sarah Kliethermes

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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 20th day of September, 2012.

/s/ Wendy Tatro
Wendy K. Tatro

MO.P.S.C. SCHEDULE NO. 54th RevisedSHEET NO. 217CANCELLING MO.P.S.C. SCHEDULE NO. 53rd RevisedSHEET NO. 217

APPLYING TO

MISSOURI SERVICE AREAVOLUNTARY GREEN PROGRAM - VGP (cont'd.)COMPANY OBLIGATIONS

The Company will purchase RECs from its contractual partner, 3 Phases Energy, its successor, or assignee, in sufficient quantities to match the units billed under this tariff. The Company will retain one dollar (\$1.00) of each fifteen dollars (\$15.00) paid by customers. Title to the RECs will rest with the Company and the Company will in turn retire such RECs on behalf of the customers participating in the Program and not for any other purpose. Additionally, the Company's Voluntary Green Program will be Green-e Certified[®] by the nonprofit Center for Resource Solutions.

* TERMS AND CONDITIONS

Charges for participation under this tariff shall be added to customer billings from Company for electric service. Customers will be able to withdraw or cancel participation in this Program at any time by notifying the Company. In addition, under no circumstances will the Company's late pay charge or disconnection of service provisions as they relate to charges under this tariff be applied or implemented.

Services offered under this Program shall end on April 30, 2013.

TAX ADJUSTMENT

Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be added to bills rendered to customers under the jurisdiction of the taxing authority.

* Indicates Change.

DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY Warner L. Baxter President & CEO St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS