

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

In the Matter of Union Electric Company d/b/a Ameren)
Missouri’s Tariffs to Increase its Revenues for) **Case No. ER-2014-0258**
Electric Service)

**NONUNANIMOUS STIPULATION AND AGREEMENT REGARDING AMEREN
MISSOURI’S LOW INCOME WEATHERIZATION PROGRAM**

COME NOW, Ameren Missouri, the Office of the Public Counsel (“OPC”), the Missouri Department of Economic Development – Division of Energy (“DE”), and the Staff of the Missouri Public Service Commission (“Staff”) (collectively “the Signatories”) and hereby submit to the Missouri Public Service Commission (the “Commission”) for its consideration and approval this Stipulation and Agreement Regarding Ameren Missouri’s Low Income Weatherization Program. The Signatories agree as follows:

1. The evaluation of the Ameren’s Low Income Weatherization Program (“LIWAP”) currently underway shall be completed by July 31, 2015. Any evaluation thereafter shall occur no more frequently than once every three years, but must be conducted at least every five years unless all members of the Ameren Missouri Electric Energy Efficiency Stakeholder Advisory Group (“Advisory Group”) agree that an evaluation is not needed.

2. Ameren Missouri shall not withhold any ratepayer-provided funding for LIWAP evaluation purposes until at least January 1, 2017. After that date, and subject to agreement as provided in paragraph 1, Ameren Missouri may withhold up to \$60,000 from the \$1.2 million that it receives annually in LIWAP funds to hire an Evaluation, Measurement and Verification (“EM&V”) contractor for future evaluation(s). The cost to Ameren Missouri ratepayers of any evaluation shall not exceed \$120,000 and Ameren Missouri’s total accumulated withholdings shall not exceed \$120,000 at any given time. If additional funds are expected to be needed to

perform a future evaluation, the Advisory Group consisting of Ameren Missouri, OPC, DE, and Staff may request Ameren Missouri Gas or Laclede Gas Company (“Laclede”) to supplement the funds provided by Ameren Missouri electric to hire the EM&V contractor. This agreement does not obligate Ameren Missouri Gas or Laclede to provide supplemental funds, and any such provision of supplemental funding by either entity would be entirely at the discretion of that entity.

3. For all past evaluations and following any future evaluation, Ameren Missouri shall release all withheld ratepayer funds, which exceed the amount actually paid by Ameren to its contractor to complete such evaluation, back into the LIWAP for weatherization services. Such amount shall be included in the following year’s weatherization fund payment after the evaluation is completed.

4. The scope of work and requests for proposals for any future evaluation(s) of the LIWAP will be discussed between Advisory Group members before issuance. In addition, the members of Ameren Missouri Natural Gas Energy Efficiency Advisory Group and Laclede Gas Energy Efficiency Collaborative shall be notified of any meetings held to discuss this evaluation. The Advisory Group shall provide input to Ameren Missouri regarding the timing, objectives and scope of work for future evaluations.

5. DE agrees to work with Ameren Missouri and any evaluation contractors to obtain sufficient currently available data to perform the pending evaluation, and further agrees to discuss the feasibility of providing other data, including measure level data, for future evaluation(s). DE and Ameren Missouri will discuss any resource requirement of DE that is necessary to complete any future evaluation(s) before work begins.

6. The Advisory Group will review the recommendations from each evaluation report and together develop an action plan to improve the LIWAP. 90 days after receiving the evaluation report, DE and Ameren Missouri may present their action plans (if any plan is formulated), with implementation dates (if feasible), to the Advisory Group to improve the LIWAP based on the evaluation recommendations and other information. If no action in plan is presented by either or both, the respective parties shall inform the Advisory Group why an action plan is unnecessary, not feasible, or otherwise inappropriate. Any future evaluations will include a review of the improvements made to the LIWAP, if any.

7. DE will provide a quarterly report and will present information pertaining to the quarterly report to the Advisory Group at Ameren Missouri's energy efficiency quarterly stakeholder meetings. The quarterly report on the LIWAP will include:

- a. A recap of relevant discussions at the Energy and Housing Professional Alliance quarterly meetings that DE believes provide opportunities for improvement.
- b. The account number, expenditure, and expected kWh and Btu saved for each home weatherized per subgrantee per month,
- c. The actual number of homes weatherized compared to the production goals per subgrantee per month, and total expenditures per subgrantee per month
- d. The quarterly report will also show all LIWAP funding sources, expenditures and balances.

8. Ameren Missouri shall retain two years of pre- and post-weatherization usage and payment data for each customer's home that is weatherized for evaluation purposes. Subject to the Commission's rules on customer confidentiality and subject to the terms and conditions

applicable to release of weatherization client information, all data collected for the evaluation (usage, measures, bills, etc.) will be made available in a digital form to the Advisory Group.

9. This agreement supersedes and replaces all prior Commission orders regarding the evaluation of Ameren Missouri's Low Income Weatherization Program for its electric customers.

GENERAL PROVISIONS

The Signatories enter this Stipulation for the purpose of disposing of the issues 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.

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.

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 § 536.080 RSMo 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.

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 § 536.070(2), RSMo Supp. 2011; (2) their respective rights to present oral argument and/or written briefs pursuant to § 536.080.1, RSMo 2000; (3) their respective rights to seek rehearing pursuant to § 386.500, RSMo 2000 and (4) their respective rights to judicial review pursuant to § 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.

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

The City of O'Fallon, City of Ballwin, IBEW Local Union 1439, Missouri Energy Consumers Group, Missouri Industrial Energy Consumers, Missouri Retailers Association, and Natural Resources Defense Council have affirmatively stated that they will not object to this Stipulation and Agreement. Counsel for DE inquired of all remaining parties and is unaware of any objection to this Stipulation and Agreement.

WHEREFORE, the Signatories respectfully request the Commission issue an Order approving this *Stipulation and Agreement Regarding Ameren Missouri's Low Income Weatherization Program*.

Respectfully,

/s/ Jeremy Knee

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed with first-class postage, hand-delivered, transmitted by facsimile, or electronically mailed to all counsel of record this 6th day of February, 2015.

/s/ Jeremy Knee