

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

1. The second evaluation of the Low Income Weatherization Program shall be completed by July 31, 2015. The scope of work and requests for proposals (RFPs) for the second evaluation and future evaluations of Ameren Missouri's Low Income Weatherization Program, and the timing of evaluations after the second evaluation, will be discussed between Ameren Missouri, the Missouri Public Service Commission Staff (Staff), the Office of the Public Counsel (OPC), the Missouri Department of Natural Resources (MDNR), and other stakeholders (collectively, the Ameren Missouri Electric Energy Efficiency Advisory Stakeholder Group or Stakeholder Group) before implementation. In addition, the members of Ameren Missouri

Natural Gas Energy Efficiency Advisory Group (EEAG) shall be notified of any meetings held to discuss this evaluation.

2. The second evaluation of the Low Income Weatherization Program for electric customers will include a representative sample of homes that use both electricity and natural gas for space conditioning, including homes served by Ameren Missouri Gas and Laclede Gas Company (Laclede), provided that information necessary to determine cost effectiveness can be obtained from Laclede. This evaluation will estimate both the electric and natural gas savings realized by Ameren Missouri electric customers who use natural gas supplied by either Ameren Missouri or Laclede for space heating. It will also include an evaluation of the effect of weatherization on participants' ability to pay gas and electric bills and on the customers' arrearages. The Laclede Energy Efficiency Collaborative members will be invited to one or more meetings to discuss this evaluation.

3. The second evaluation will include an assessment of cost effectiveness. MDNR agrees to work with Ameren Missouri and its evaluation contractor to obtain sufficient data to perform this assessment, and further agrees to discuss the feasibility of providing other data, including measure level data. MDNR and Ameren Missouri will discuss any resource requirement of MDNR that is necessary to complete the evaluation before work begins. Once an assessment of the feasibility and costs of obtaining and utilizing measure data at the category or individual measure level is completed, the Stakeholder Group will determine whether the cost effectiveness analysis will be performed at the program level, measure category level (as specified by the U.S. Department of Energy Weatherization Program guidelines), and/or individual measure level. The initial and final drafts of the report on the second evaluation of the Low Income Weatherization Program, and any future evaluations, will be provided to the

Stakeholder Group. This group will review and discuss the evaluations and provide input to Ameren Missouri regarding the timing and scope of work for future evaluations. The Stakeholder Group will also discuss the recommendations contained in the evaluations and possible implementation steps that may be appropriate.

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's quarterly stakeholder meetings.

5. Ameren Missouri will be entitled to withhold up to \$60,000 from the \$1.2 million that it receives annually in Low Income Weatherization Program funds to hire an Evaluation, Measurement and Verification (EM & V) contractor for future evaluations. The cost of the evaluation will not exceed \$120,000 unless the Stakeholder Group determines otherwise. Any withheld funds that are in excess of amounts needed for future evaluations shall be used to provide low income weatherization services; such amount shall be included in the following year's weatherization fund payment after the evaluation is completed. If additional funds are expected to be needed to perform the second evaluation, the Stakeholder Group may request Ameren Missouri Gas or 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.

6. 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 Stakeholder Group.

7. 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

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.

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 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.

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 Supp. 2011; (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.

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

Barnes Jewish Hospital, the Missouri Retailers Association, the Midwest Energy Consumers Group, the Missouri Industrial Energy Consumers, the Natural Resources Defense Council, Renew Missouri, Sierra Club, the International Brotherhood of Electrical Workers Locals 2, 309, 649, 702, 1439, 1455, and the International Union of Operating Engineers Local 148, AFL-CIO have indicated that while they will not sign this Stipulation, they will not oppose it.

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

/s/ Amy E. Moore

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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 15th day of October, 2012.

/s/ Amy E. Moore