

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

SIERRA CLUB,

Plaintiff-Intervenor,

v.

AMEREN MISSOURI,

Defendant.

Civil Action No. 4:11-cv-00077-RWS

**[PROPOSED] STIPULATED ORDER**

Pursuant to the Court’s powers to impose an equitable remedy (ECF #1315 at 12), and pursuant to the stipulation of the Parties, the Court orders the mitigation relief set forth below. With notice from the United States that nothing in its public comment process warrants withdrawal from this proposal, the Court finds this stipulated remedy to balance “what is necessary, what is fair, and what is workable.” *Class v. Norton*, 376 F. Supp. 496, 501 (D. Conn. 1974) *aff’d in part and rev’d in part on other grounds*, 505 F.2d 123 (2d Cir. 1974) (*quoting Lemon v. Kurtzman*, 411 U.S. 192, 200 (1973)).

Accordingly,

**IT IS HEREBY ORDERED THAT:**

Ameren Missouri (“Ameren”) shall implement two mitigation projects:

- (1) A project to support the distribution of stand-alone HEPA purifier devices to residential customers within Ameren’s service territory located predominantly in Eastern Missouri, prioritizing distribution to low-income households, and
- (2) A project to promote the transition to electric school buses for schools in the St. Louis metropolitan and surrounding areas with the charging stations necessary to support these vehicles.

The Parties recognize that the targets regarding the number of stand-alone HEPA purifiers and electric buses may not be achievable due to lack of participant interest or other factors outside of Ameren’s control. In the event certain benchmarks are not met when implementing these programs, Ameren shall administer funds for the purpose of implementing weatherization and energy efficiency upgrades.

**I. RESIDENTIAL HEPA PURIFIER PROGRAM:**

A. Program Objective: In this program (the “HEPA Purifier Program”) Ameren shall offer \$200 vouchers to at least 125,000 residential account holders for the purchase of a stand-alone High Efficiency Particulate Air (HEPA) purifier device, sourced by a qualified vendor.

B. Program Parameters: Prioritizing low-income and/or disadvantaged<sup>1</sup> communities, Ameren will identify and select residential customers within its service territory to receive the offers. Customers will be solicited via mail, email, or bill insert with a QR code or link to a dedicated website, where vouchers can be used to obtain a free HEPA purifier. Eligible customers may also place a phone order through Ameren’s customer service department. Ameren shall make its first 25,000 offers to residents in census tracts within service territory zip codes with median income levels at or near the midpoint income level of the 125,000 account holders. During this initial solicitation, Ameren shall endeavor to identify and address any distribution or other implementation issues that may arise with initiation of the program. Following the initial solicitation, Ameren will make offers to residential customers within service territory zip codes in order of census tract, starting with the lowest median income and moving to the highest median income, until at least 125,000 offers have been tendered. A sample of census tract numbers and corresponding zip codes of eligible residential customers is appended hereto as Exhibit A. All taxes and shipping will be paid by Ameren.

C. Offer and Reminder Parameters: Offers will expire not less than 90 days from the date of issue. Offer recipients shall be provided at least one reminder to participate (“Reminder Notice”), sent approximately 30 days after the offer, except that residential customers in census tracts where information available to Ameren indicates that the median area income is \$25,000 or less shall be provided at least two Reminder Notices, sent approximately 30 days and 60 days after the offer. For all offer recipients, a final reminder (“Expiration Notice”) will be sent at least 14 days before the expiration of the offer period. The method of delivery of Reminder Notices and Expiration Notices will be via mail, email, or bill insert, at Ameren’s discretion.

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<sup>1</sup> For purposes of this Order, “disadvantaged” communities are those that are marginalized, underserved, and overburdened by population, where the census tract faces both significant environmental or climate burdens as well as socio-economic burdens, as identified by the Council on Environmental Quality’s Climate and Economic Screening Tool, <https://screeningtool.geoplatform.gov/en/>.

D. Purifier Parameters: Ameren and/or its vendor shall select a HEPA purifier model or models that achieve a minimum Clean Air Delivery Rate (“CADR”) of 195.<sup>2</sup>

E. Program Deadlines: Within ninety (90) days of entry of this Order, Ameren shall create a dedicated website to process customer redemption requests, finalize marketing plans, and line up sourcing of the HEPA purifier products. Offers may occur in stages, with the first series of offers to be made not later than 120 days of entry of this Order. The program will remain open until Ameren tenders at least 125,000 offers and the customers’ opportunity to accept those offers has expired.

F. Escrowed Funds for Weatherization and Energy Efficiency Projects: Customer demand for, and uptake of, the \$200 offers for HEPA purifiers is uncertain. If Ameren has implemented the HEPA Purifier Program in accordance with the program requirements set forth above and 75,000 or more vouchers have been redeemed, then Ameren shall be deemed to have satisfied its obligations under the HEPA Purifier Program and no further actions are required. But if fewer than 75,000 vouchers have been redeemed, Ameren shall administer (or provide for the administration of) the sum of \$5,000,000 (Five Million Dollars) for the Weatherization Program described in Section III below.

## II. ELECTRIC BUSES AND CHARGING INFRASTRUCTURE PROGRAM:

A. Program Objective: In this program (the “Bus Program”) Ameren shall deposit \$36,000,000.00 (Thirty-Six Million Dollars) (the “Bus Funds”) in an escrow account to be used with the goal, depending upon individual school district needs and participation, of procuring and putting into service eighty (80) zero-emissions, all-electric buses (“Electric Buses”) to replace class 4-8 school buses with a gross vehicle rating greater than 14,001lbs. Additionally, Ameren shall administer the Bus

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<sup>2</sup> Air purifiers with a CADR of 195 are effective at cleaning a room approximately 300 square feet in size. See <https://www.epa.gov/indoor-air-quality-iaq/guide-air-cleaners-home#tips>.

Funds to include one charging station (with no fewer than two charging ports) per Electric Bus. Each charging station shall include a vendor warranty of not less than twenty-four months.

B. Program Parameters: Ameren may partner with one or more third-party organizations to implement this program, provided that Ameren limits the use of Bus Funds for any administrative expenses associated with implementation of the Bus Program to no greater than 10% of the Bus Funds. For clarity, vendor and engineering costs attributable to site design, facility and/or utility service upgrade costs to support electrification, and the costs of charging station installation and manufacturing are all deemed to be project costs; they do not count as administrative costs. In coordination with any implementation partners, Ameren will develop criteria for program participation that prioritize school districts and service areas with low-income students/users and/or disadvantaged communities, including the Special School District of St. Louis County.

C. Program Deadlines: Within ninety (90) days of entry of this Order, Ameren shall initiate negotiations with bus manufacturers to define base specifications, including, if necessary, adjustments to meet specific school district needs. Solicitations to participating school districts shall occur no later than August 1, 2025. The placement of Electric Bus procurement orders and/or the issuance of selection awards to school districts may occur on a rolling basis and shall be completed no later than December 31, 2026. Ameren may deposit the Bus Funds into escrow in three annual increments or in one lump sum with the first annual increment or lump sum being deposited within thirty (30) days of entry of this Order.

D. Decommissioning Replaced Diesel Buses: Except as provided below, the provision of an Electric Bus to a school district under this program shall be conditioned on the decommissioning of a diesel bus. So that school districts are able to provide transportation on a reliable basis, confirmation of decommissioning shall be required within 18 months of the delivery of an Electric Bus. Replaced diesel buses shall be decommissioned as follows:

- a. Where the diesel bus being replaced is model-year 2010 or older, it shall be scrapped or rendered inoperable by cutting a 3-inch hole in the engine block of the retired vehicle and disabling its chassis by cutting the vehicle's frame rails in half. It shall then be made available for recycling.
- b. Where the replaced vehicle is model-year 2011 or newer, it shall be scrapped, sold, or donated.

Where a school district does not already own or control a diesel bus, it will not be required to decommission a diesel bus to receive an Electric Bus under this program. Any costs associated with decommissioning buses shall be borne by the school districts. In certifying the completion of the Bus Program, Ameren may rely on a school district's or its implementation partner's certification that decommissioning has occurred.

E. Escrowed Funds for Weatherization and Energy Efficiency Project: Schools' demand for, and uptake of, Electric Buses for their fleets is uncertain. As of December 31, 2026, any Bus Funds that have not been spent on or allocated to purchases of Electric Buses, associated charging stations, and Bus Program administration costs shall be committed to the Weatherization Funds as described in Section III below.

F. Bus Program Completion: The Bus Program shall be deemed complete when: (a) all Bus Funds have been spent or allocated in accordance with the requirements set forth in Sections II(A) through II(E) above, and (b) the Weatherization Funds, if any, have been spent in accordance with the requirements of the Weatherization Program in Section III below. Ameren's certification of completion may rely on the certifications of any vendors or implementation partners. For clarity, subject to the limitation on administration costs provided in Paragraph II(B), in no event shall Ameren be required to fund or spend more than \$36,000,000.00 (Thirty-Six Million Dollars) on the Bus Program.

### III. WEATHERIZATION AND ENERGY EFFICIENCY PROJECTS

A. Program Objective: The funding, if any, that is allocated pursuant to Sections I(F) and II(E) above (the “Weatherization Funds”), shall be used by Ameren to administer weatherization and energy efficiency projects that will reduce energy consumption by residential buildings in Ameren’s service area (the “Weatherization Program”). Examples of such projects include installation of floor, wall, and attic insulation; sealing of windows and doors; duct sealing; and passive solar retrofits.

B. Program Participation: As a condition to receiving Weatherization Funds, participating organizations must agree to expend such funds within three (3) years of receipt.

C. Program Parameters: Ameren may partner with one or more third-party organizations to implement the Weatherization Program, provided that Ameren limits those organizations’ administrative expenses to no greater than 10% of the Weatherization Funds. Ameren will (in coordination with any implementation partners) develop criteria for program participation that prioritizes districts and service areas with low-income and disadvantaged communities. Activities undertaken to implement this program shall not include the replacement of combustion appliances but shall otherwise be administered in accordance with Missouri Department of Natural Resources (MDNR) policies (*see, e.g.*, <https://dnr.mo.gov/document-search/missouri-weatherization-assistance-program-technical-manual-2023>). Such activities shall be conducted by appropriately qualified and licensed contractors.

D. Program Completion: The Weatherization Program shall be deemed complete when all Weatherization Funds have been spent in accordance with the requirements set forth in Sections III(A) through III(C) above. Ameren’s certification of completion may rely on the certifications of any vendors or implementation partners.

#### **IV. CERTIFICATIONS AND COMPLETION**

By stipulating to this order, Ameren certifies to this Court the truth and accuracy of each of the following:

1. That, other than in compliance with this Order, Ameren is not required to perform the work necessary to complete the mitigation projects by any federal, state, or local law or regulation, and it is not required to perform the work necessary for these mitigation projects by any agreement, grant, or as injunctive relief awarded in any other action in any forum;

2. That the projects are not actions that Ameren was committed to performing or implementing other than in resolution of this Order;

3. That Ameren has not received and will not receive credit for any of these mitigation projects in any other enforcement action or as a resolution of claims before any other tribunal, and

4. That any activity performed pursuant to this Order will not be funded—in whole or in part—by any other program, such as EPA’s Clean School Bus Program or existing weatherization subsidies.

5. For clarity, Ameren’s agreement herein shall not preclude it from participating in or funding other programs that relate to bus or electric vehicle electrification, weatherization or energy efficiency, or HEPA purifier distribution, so long as any other such programs are not funded by the projects established herein.

#### **V. REPORTING**

By January 31st and July 31st of each year following this Order and until such time as all mitigation projects are complete, Ameren shall file a report that specifies:

1. The completion date of the HEPA Purifier Program website;
2. The number of HEPA purifier vouchers offered and the number redeemed;



3. The number of Electric Buses ordered by school districts and whether or not such school districts agreed to decommission diesel buses and an estimate as to when, as provided herein, such decommission shall occur;

4. The amount of funds, if any, allocated to the Weatherization Program pursuant to Section I(F) and II(E) above; and

5. The identity of any organizations with which Ameren has partnered for the implementation of the Weatherization Program.

Ameren shall file a notice with this Court certifying its compliance with and completion of each of this Order's mitigation project requirements, once Ameren has satisfied all such requirements. Ameren's certification of compliance may be based on certifications of compliance provided by its implementation partners.

**VI. ENTIRE AGREEMENT**

All of the terms and requirements of this Stipulated Order are set forth herein. Ameren has not agreed to any other performance, compliance, reporting, or certification obligations other than those expressly set forth herein.

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**RODNEY W. SIPPEL**  
**UNITED STATES DISTRICT JUDGE**

So ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2024.