

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

In the Matter of the Application of Union Electric Company d/b/a Ameren Missouri for Approval to Expand Its Community Solar Pilot Program and Associated Tariff )  
 ) **File No. ET-2020-0022**  
 ) Tariff No. YE-2020-0091  
 )

**JOINT MOTION TO SLIGHTLY MODIFY UNANIMOUS STIPULATION  
AND AGREEMENT**

COME NOW Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri” or the “Company”), the Missouri Public Service Commission Staff (“Staff”), Renew Missouri Advocates d/b/a Renew Missouri, and the Office of the Public Counsel (collectively the “Signatories”), and for their joint motion to modify the Unanimous Stipulation and Agreement (“Stipulation”) among them, which was filed in this docket on May 13, 2020 and approved by the Commission in Order Approving Stipulation and Agreements (“Order”) effective June 27, 2020, state as follows:

1. The *Stipulation* provided for certain prior stipulated provisions from the original Community Solar Pilot Program approved in File No. EA-2016-0207 to continue to apply to the original Community Solar Pilot facility. Specifically, paragraph 10 of the *Stipulation* noted that the Signatories agreed that paragraphs 8, 10, 12, 13, 15, and 16 of the First Stipulation in File No. EA-2016-0207, filed on September 23, 2016, will continue to apply to the original approximately 1 megawatt solar facility, the Ameren Lambert Community Solar Energy Center, except portions regarding the Solar Tariff specifically amended by the *Stipulation*.

2. Paragraph 12D of the First Stipulation in File No. EA-2016-0207 provides in pertinent part:

D. Any enrollee from whom a Solar Participation Fee has been collected who is not receiving service from a facility by the earlier of (i) the date the Company commits to the second facility, or (ii) three years after the Solar Subscription tariff first becomes effective, will be refunded the Solar Participation Fee....

Under (i), the "second facility" was referring to a potential second 500 kilowatt ("kW") installation at Lambert because, at the time of this stipulation, the project contemplated was an initial 500 kW project with the possibility of a second 500 kW project. The purpose of (ii) was to ensure that, if enrollments languished and Ameren Missouri had not completed either the first or second 500 kW project, that there was a date certain where customers that had enrolled would see their enrollment fee returned to them.

3. The language of paragraph 12D of the First Stipulation in File No. EA-2016-0207 was incorporated into paragraph 4d of the Community Solar Pilot Program tariff, on Electric Tariff Sheet No. 158.2. Item (i) was subsequently modified when Ameren Missouri proposed to build a single 1,000 kW or 1 megawatt ("MW") project rather than two distinct 500 kW projects at Lambert. Item (ii) was subsequently revised to reflect the actual date of October 13, 2021 which was three years following the initial tariff effective date of October 13, 2018. Paragraph 4d currently reads as follows:

d. Any enrollee from whom a Program participation fee has been collected who has not received service from the Resource by the earlier of (i) the date the Company commits to the Resource, or (ii) October 13, 2021, will be refunded the Program participation fee.

4. Paragraph 4d is not workable, and would yield the inappropriate result of the Company having to refund enrollment fees to all participants who seek to participate in the Company's expansion of Community Solar through the development of the Montgomery facility as approved in File No. ET-2020-0022 and File No. EA-2020-0371.

5. The date the Company commits to the Resource under paragraph 4d(i)

appears to have not changed from the original agreement in File No. EA-2016-0207. Participants are not going to receive service from a Resource by the date the Company commits to the Resource, because the Program is structured to require the Company to commit to the Resource before construction of the Resource can even commence. In other words, while the language of (i) may have made sense under the original Stipulation, it no longer makes sense under the expanded Program approved in File No. ET-2020-0022.

6. In addition, since the CCN for the second Community Solar Pilot Facility in File No. EA-2021-0371 was slightly delayed as compared to forecasts back in the pendency of the ET-2020-0022 case, the second facility is not expected to be in service by the October 13, 2021 date currently specified in sub (ii) of paragraph 4d of the tariff and will likely not be in service until late 2021 or early 2022.

7. Accordingly, under the current language in paragraph 4d of the tariff, enrollment fees would have to be refunded to all participants, which is an absurd result and not intended by the most recent stipulation or any prior stipulations pertaining to the Community Solar Pilot Program.

8. Therefore, the Signatories agree to slightly modify the Stipulation in this case to allow for revisions of paragraph 4d of the tariff. The first sentence of paragraph 10 of the *Stipulation* should be modified to read as follows [additions in bold font and brackets]:

The Signatories agree that paragraphs 8 of the Second Amended Stipulation and paragraphs 8, 10, 12[**A-C & E**] , 13, 15, and 16 of the First Stipulation will continue to apply to the original approximately 1 MW solar, the Ameren Lambert Community Solar Energy Center, except portions regarding the Solar Tariff specifically amended by this Stipulation and Agreement. Ameren Missouri will not construct future Program resources or expansions of existing resources until it has received customer subscriptions totaling

90% of the planned resource's capacity (or expansion capacity) and obtained Commission approval of any required Certificates of Convenience and Necessity ("CCN")....

9. Furthermore, the Signatories agree that the revised tariff sheet attached hereto as Exhibit 1 and concurrently submitted as a thirty-day tariff revision through EFIS should be approved by the Commission. The revised tariff sheet, Exhibit 1, revises paragraph 4d of the tariff to remove parts 4d(i) and 4d(ii), and changes the deadline for refund purposes from October 13, 2021 to March 31, 2022.

**WHEREFORE**, the Signatories respectfully request that the Commission grant this Motion, approve the slight modification of the *Stipulation*, approve Exhibit 1, and grant any other and further relief as it deems just and equitable.

Respectfully submitted,

/s/ Jermaine Grubbs

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**CERTIFICATE OF SERVICE**

The undersigned certifies that true and correct copies of the foregoing have been e-mailed or mailed, via first-class United States Mail, postage pre-paid, to the service list of record of this case on this 30th day of April, 2021.

*/s/ Jermaine Grubbs*  
**Jermaine Grubbs**