



scenario will use NREL ATB 2020 moderate capital costs<sup>1</sup> and will reflect the extension of tax credits implemented by Congress in late 2020 for renewable replacement resources (including solar-battery hybrids). The scenario will also include batteries and solar-battery hybrids at the NREL ATB 2020 moderate capital cost. Ameren Missouri will complete this analysis and file the results in this docket within 90 days of the submission of this *Stipulation and Agreement* in the docket.

5. Ameren Missouri agrees to run a new alternative plan that starts with Ameren Missouri's preferred plan (Plan V) and uses the solar and batteries inputs described above. If there is a judgment of the district court in the NSR case<sup>2</sup> within 30 days of the submission of this *Stipulation and Agreement* in this docket, this run should incorporate compliance with that judgment. Ameren Missouri will complete this analysis and file the results in this docket within 90 days of the submission of this *Stipulation and Agreement* in the docket.

6. Sierra Club recognizes that Ameren Missouri's agreement to undertake these analyses does not mean Ameren Missouri agrees that the scenarios/analyses referenced in paragraphs 4 and 5 is required by any existing order or that the assumptions and inputs underlying the analyses are reasonable. Further, Sierra Club acknowledges that the results of these additional analyses will be classified as Highly Confidential and subject to the protective order granted by the Commission's November 12, 2020, order in this case.

7. Sierra Club will not request a hearing in this case, nor will it further contest Ameren Missouri's compliance with the Commission's Chapter 22 Rules in this docket by filing

---

<sup>1</sup> National Renewables Energy Laboratory Annual Technology Baseline, 2020 edition.

<sup>2</sup> United States v. Ameren Missouri, Case No. 11-cv-00077 (E.D. Mo.), on appeal before the United States Court of Appeals for the Eighth Circuit.

any pleading or other document in this docket. Further, Sierra Club will not provide direct support to any other party in this docket through staff time or financial contribution in any further proceedings in this docket respecting any claimed deficiencies or concerns.

### **GENERAL PROVISIONS**

8. This *Stipulation and Agreement* is being entered into solely for the purpose of settling the issues specifically set forth above, and represents a settlement on a mutually-agreeable outcome without resolution of specific issues of law or fact. This *Stipulation and Agreement* is intended to relate *only* to the specific matters referred to herein; no Signatory waives any claim or right which it may otherwise have with respect to any matter not expressly provided for herein. No Signatory will be deemed to have approved, accepted, agreed, consented, or acquiesced to any substantive or procedural principle, treatment, calculation, or other determinative issue underlying the provisions of this *Stipulation and Agreement*. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this *Stipulation and Agreement* in any other proceeding, regardless of whether this *Stipulation and Agreement* is approved.

9. This *Stipulation and Agreement* has resulted from extensive negotiations among the Signatories and the terms hereof are interdependent. In the event the Commission does not approve this *Stipulation and Agreement*, or approves it with modifications or conditions to which a Signatory objects, then this *Stipulation and Agreement* shall be null and void, and no Signatory shall be bound by any of its provisions.

10. If the Commission does not approve this *Stipulation and Agreement* unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this *Stipulation and Agreement*, 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 536.090 RSMo 2016 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 and Agreement* 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 and Agreement* 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.

11. If the Commission unconditionally accepts the specific terms of this *Stipulation and Agreement* without modification, the Signatories waive, with respect only to the issues resolved herein: their respective rights (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2), RSMo 2016; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2016; (3) their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo 2016; (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2016; and (5) their respective rights to judicial review pursuant to Section 386.510, RSMo Supp. 2020. These waivers apply only to a Commission order respecting this *Stipulation and Agreement* 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 and Agreement*.

12. The Signatories shall also have the right to provide, at any agenda meeting at which this *Stipulation and Agreement* is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that each shall, to the extent reasonably practicable, provide the other party with advance notice of the agenda meeting for which the

response is requested. Any oral explanations shall be subject to public disclosure, except to the extent they refer to matters that are privileged or protected from disclosure pursuant to the Commission's rules on confidential information or under the protective order issued in this case.

13. This *Stipulation and Agreement* contains the entire agreement of the Signatories concerning the issues addressed herein.

14. This *Stipulation and Agreement* does not constitute a contract with the Commission and is not intended to impinge upon any Commission claim, right, or argument by virtue of the *Stipulation and Agreement's* approval. Acceptance of this *Stipulation and Agreement* 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 or as an acquiescence of any underlying issue. Thus, nothing in this *Stipulation and Agreement* 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.

15. The Signatories agree that this *Stipulation and Agreement*, except as specifically noted herein, resolves all issues related to these topics, and that this *Stipulation and Agreement* should be received into the record without the necessity of any witness taking the stand for examination.

WHEREFORE, the Signatories respectfully request that the Commission approve this *Stipulation and Agreement*, and grant any other and further relief as it deems just and equitable.

*(Signature block on the following page)*

Respectfully submitted,

/s/ **Wendy K. Tatro**

**Wendy K. Tatro**, #60261  
Director & Assistant General Counsel  
Ameren Missouri  
1901 Chouteau Avenue, MC 1310  
St. Louis, MO 63103  
(314) 554-3533 (phone)  
(314) 554-4014 (fax)  
[AmerenMOService@ameren.com](mailto:AmerenMOService@ameren.com)

**James B. Lowery, MO Bar #40503**  
JBL Law, LLC  
3406 Whitney Ct.  
Columbia, MO 65203  
Telephone: (573) 476-0050  
[lowery@jblawllc.com](mailto:lowery@jblawllc.com)

**Attorneys for Union Electric Company d/b/a  
Ameren Missouri**

/s/ **Henry B. Robertson**

Henry B. Robertson  
Great Rivers Environmental Law Center  
319 N. 4th St., Suite 800  
St Louis, MO 63102  
314-231-4181  
Fax 314-231-4184  
[hrobertson@greatriverslaw.org](mailto:hrobertson@greatriverslaw.org)

/s/ **Tony Mendoza**

Tony Mendoza  
Senior Attorney  
Sierra Club  
2101 Webster St., 13th Floor  
Oakland, CA 94612  
(415) 977-5589  
(510) 208-3140 fax  
[tony.mendoza@sierraclub.org](mailto:tony.mendoza@sierraclub.org)

**Attorneys for Sierra Club**

**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 11<sup>th</sup> day of June, 2021, to counsel for all parties on the Commission's service list in this case.

*/s/Wendy K. Tatro*