

**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 Permission and) Approval and a Certificate of Public Convenience and) Necessity.)	File No. EA-2020-0371
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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
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JOINT MOTION TO APPROVE REVISED TARIFF SHEET

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 further modify the Unanimous Stipulation and Agreement (“Stipulation”) among them, which was filed in Docket No. ET-2020-0022 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 then read 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. On April 30, 2021, the Signatories filed a *Joint Motion to Slightly Modify the Unanimous Stipulation and Agreement*, which was approved by the Commission, whereby the October 13, 2021 date was extended to March 30, 2022.

5. The Commission's *Order Approving Joint Motion to Slightly Modify Unanimous Stipulation and Agreement and Tariff Revision* was effective May 30, 2021, and approved the following slight modification to the first sentence of paragraph 10 of the *Stipulation* [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")....

6. As explained in Ameren Missouri's fourth quarter 2021 report,¹ due to COVID-19 manufacturer delays, a vendor for racking components declared force majeure for the second Community Solar Pilot Facility, which is being called the Montgomery County Community Solar Energy Center. Accordingly, the revised in-service date is now estimated to be the end of March (March 31, 2022). Once in-service, the participating customers will then be notified of the new billing for the second Community Solar program facility and the new Community Solar charges will begin appearing on participating customers' bills. They will not begin receiving service until after the facility is in service.

7. Electric tariff sheet 158.2, which currently includes a deadline of March 31, 2022 for potential refund of the participate fees, is thus not workable because it could 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-

¹ Filed in accordance with the stipulations in File Nos. EA-2016-0207, ET-2020-0022, and EA-2020-0371 on January 14, 2022.

0022 and File No. EA-2020-0371. No further revision of the *Stipulation* is necessary.

8. 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 changes the deadline for refund purposes from March 31, 2022 to June 30, 2022.

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

Respectfully submitted,

/s/ Jermaine Grubbs

Wendy K. Tatro, MO Bar #60261
Director & Assistant General Counsel
Jermaine Grubbs, MO Bar #68970
Ameren Missouri
1901 Chouteau
P.O. Box 66149, MC 1310
St. Louis, MO 63166-6149
Phone: (314) 554-3484
Facsimile: (314) 554-4014
AmerenMOService@ameren.com

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

/s/ Nicole Mers

Nicole Mers, MO Bar #66766
P.O. Box 360
Jefferson City, Mo 65102-0360
Phone: (573) 751-4140
Facsimile: (573) 751-9285 (Facsimile)
nicole.mers@psc.mo.gov

**Legal Counsel for the Staff of the
Missouri Public Service Commission**

/s/ Tim Opitz

Tim Opitz, MO. Bar #65082
409 Vandiver Drive, Building 5,
Ste. 205
Columbia, MO 65202
Phone: (573) 825-1796
Facsimile: (573) 303-5633
tim@renewmo.org

Attorney for Renew Missouri

/s/ Marc Poston

Marc Poston, MO Bar #45722
Public Counsel
200 Madison Street, Suite 650
Jefferson City, MO 65102
Phone: (573) 751-5318
Facsimile: (573) 751-5562
marc.poston@opc.mo.gov

**Attorney for the Office of the Public
Counsel**

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 28th day of January 2022.

/s/ Jermaine Grubbs

Jermaine Grubbs

MO.P.S.C. SCHEDULE NO. 6 3rd Revised SHEET NO. 158.2

CANCELLING MO.P.S.C. SCHEDULE NO. 6 2nd Revised SHEET NO. 158.2

APPLYING TO MISSOURI SERVICE AREA

COMMUNITY SOLAR PILOT PROGRAM (Cont'd.)

PROGRAM PROVISIONS AND SPECIAL TERMS (Cont'd.)

- c. On and after the date the Company commits to construct a Resource, which commitment shall occur upon the Company posting its commitment on its website and sending an e-mail, if available, or by letter, announcing its commitment to the enrollees assigned to a Resource, said enrollees will be obligated to participate in the Program and pay the charges thereunder for a term of two years after the Resource's in-service date, unless the customer no longer takes service from the Company. Until said committal date, an enrollee may withdraw from the Program via the Company's website or by calling the Company's toll-free customer service line and shall receive a refund of the enrollee's Program participation fee. However, a customer that is a participant in the Program will be permitted to withdraw from the Program before the two-year commitment period has been completed only if a customer on the waitlist for which there is not a Resource available can take the withdrawing participant's place for the Resource, and the withdrawing participant will not be refunded any fees.
- * d. Any enrollee from whom a Program participation fee has been collected who has not received service from the Resource by June 30, 2022, will be refunded the Program participation fee.
- e. Customers may enroll in the Program via the Company's website or by calling the Company's toll-free customer service line after the Company has committed to build the Resource, and throughout the Program's operation, during any period when there exists a Solar Availability Bank, without paying a Program participation fee. The Company will maintain a waiting list of customers interested in enrolling in the Program during periods when there is no Solar Availability Bank, and will notify customers on the waiting list via e-mail or letter when the Bank becomes available.
- f. The Company will continue to share the risk for undersubscribed Resources as discussed in paragraph 15 of the Amended Unanimous Stipulation And Agreement filed in EA-2016-0207.
- 5. The Solar Generation Charge associated with the Solar Block will be capped for Resource Term at the initially offered level, but may decrease if incremental capacity additions to or retirements from the Resources occur and result in a lower aggregate functionalized generation cost of all Resources placed in service under this Program. The Total Facilities Charge will be subject to adjustment in each general rate case during the applicable Resource Term.
- 6. Where an additional Resource is added to the Program, the levelized cost of the new Resource will be averaged with the remaining levelized cost of existing Resource to determine the new fixed levelized cost that determines the Solar Generation Charge and contributes to the total cost of the Solar Block. This change would apply to all subscribers under the Program.
- 7. Payments for Solar Blocks will be due no later than the due date shown on the bill and will be incorporated into the customer's standard billing cycle.

*Indicates Change.

DATE OF ISSUE January 28, 2022 DATE EFFECTIVE February 27, 2022

ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS