

**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 Authorizing it to Construct, Install, Own,) File No. EA-2014-0136
Operate, Maintain and Otherwise Control and Manage)
Solar Generation Facilities in O'Fallon, Missouri.)

NON-UNANIMOUS STIPULATION AND AGREEMENT

COME NOW Union Electric Company, d/b/a Ameren Missouri (Ameren Missouri or the Company), the Staff of the Missouri Public Service Commission (Staff), and the Missouri Division of Energy and submit this Non-Unanimous Stipulation and Agreement, and respectfully state as follows:

BACKGROUND

1. On January 13, 2014, Ameren Missouri filed its *Application of Union Electric Company d/b/a Ameren Missouri for Certificate of Public Convenience and Necessity*.
2. The Missouri Division of Energy, Earth Island Institute d/b/a Renew Missouri and the Missouri Industrial Energy Consumers applied for, and were granted, intervention.
3. After several discussions, the undersigned parties (Signatories) have reached a Non-Unanimous Stipulation and Agreement (Agreement), as is set forth below.

AGREEMENTS AMONG THE SIGNATORIES

4. The Signatories agree that, with the conditions provided below, the Missouri Public Service Commission should grant Ameren Missouri's request for a Certificate of Convenience and Necessity (CCN) to build a 5.7 megawatt direct current photovoltaic solar generating facility at 1621 Highway 79 in O'Fallon, Missouri, as more particularly described in Schedule D to its application.

5. The Signatories also agree that this Agreement does not preclude prudence challenges from any Signatory in the next rate case where Ameren Missouri seeks to include the cost of the solar facility in its revenue requirement.

6. The Signatories agree that any Commission Order approving this Agreement and granting Ameren Missouri a CCN should be conditioned on Ameren Missouri filing in this case all required approvals of the affected governmental bodies and required permits pursuant to Rule 4 CSR 240-3.105(1)(D).

7. If no party objects to this Agreement, then the Signatories agree to waive rebuttal and surrebuttal testimony. In that circumstance, the Signatories agree that a hearing is not necessary, unless the Commission would prefer to schedule an opportunity for the Signatories to answer Commissioner questions. The parties reserve the right to file memoranda in support of this Agreement.

8. The Signatories request any Commission Order approving this Agreement explicitly state that the Order has no ratemaking impact for the proposed solar facility.

9. The Office of the Public Counsel and the Missouri Industrial Energy Consumers, both of whom are parties to this case, are not Signatories to this Agreement but have indicated they will not object to the Agreement pursuant to Rule 4 CSR 240-2.115(2)(B) and waive the seven day period allowed for objection in the rule.

GENERAL PROVISIONS OF AGREEMENT

10. This Agreement is being entered into solely for the purpose of settling the issues in this case explicitly set forth above. Unless otherwise explicitly provided herein, none of the Signatories to this Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost of service methodology or

determination, depreciation principle or method, method of cost determination or cost allocation or revenue-related methodology. Except as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Agreement in this or any other proceeding, regardless of whether this Agreement is approved.

11. This Agreement is a negotiated settlement. Except as specified herein, the Signatories to this Agreement shall not be prejudiced, bound by, or in any way affected by the terms of this Agreement: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Agreement, or in any way condition its approval of same.

12. This Agreement has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Agreement unconditionally and without modification, then this Agreement shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

13. If approved and adopted by the Commission, this Agreement shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Agreement and the operation of this Agreement according to its terms.

14. If the Commission does not approve this Agreement without condition or modification, and notwithstanding the provision herein that it shall become void, (a) neither this 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 RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, and (b) the Signatories shall retain all procedural and due process rights as fully as though this

Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this 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 purpose whatsoever.

15. If the Commission accepts the specific terms of this Agreement without condition or modification, only as to the issues in these cases explicitly set forth above, the Signatories each waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §536.500, and their respective rights to judicial review pursuant to §386.510. This waiver applies only to a Commission order approving this Agreement without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Agreement.

WHEREFORE, the Signatories request the Missouri Public Service Commission issue an order approving the terms and conditions of this Non-Unanimous Stipulation and Agreement.

Respectfully submitted,

UNION ELECTRIC COMPANY
d/b/a Ameren Missouri

/s/ Wendy K. Tatro

Wendy K. Tatro, #60261

Corporate Counsel

Thomas M. Byrne, #33340

Director & Assistant General Counsel

1901 Chouteau Avenue, MC 1310
P.O. Box 66149
St. Louis, MO 63166-6149
(314) 554-3484 (phone)
(314) 554-4014 (facsimile)
amerenmoservice@ameren.com

**STAFF OF THE MISSOURI
PUBLIC SERVICE COMMISSION**

/s/ Jennifer Hernandez

Jennifer Hernandez
Senior Staff Counsel
Missouri Bar No. 59814

Akayla J. Jones
Assistant Staff Counsel
Missouri Bar No. 64941

Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102
Phone (573) 751-8706

Facsimile (573) 751-9285
jennifer.hernandez@psc.mo.gov

/s/ Jeremy Knee
JEREMY D. KNEE
Missouri Bar No. 64644
Associate General Counsel
Missouri Department of
Economic Development
P.O. Box 1157
Jefferson City, Missouri 65102
Phone: 573-522-3304
Fax: 573-526-7700

Attorney for Missouri Division of Energy

Dated: March 4, 2014

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 this 4th day of March, 2014.

/s/ Wendy K. Tatro

Wendy K. Tatro