**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. )

# **AMEREN MISSOURI'S STATEMENT OF POSITION**

**COMES NOW** Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or the "Company") and files the following *Statement of Position*, as follows:

***1. Does the evidence establish that the******utility solar facility for which Ameren Missouri is seeking a certificate of convenience and necessity (“CCN”) is necessary or convenient for the public service?***

Yes. The statute governing applications which seek a CCN is found at Section 393.170.3, which requires that the Commission determine whether an application for a CCN “… is necessary or convenient for the public service.” The law in Missouri is that the term “necessity” in Section 393.170 “does not mean ‘essential’ or ‘absolutely indispensable,’” but rather, it means that “an additional service [the proposed solar generating facility here] would be an improvement justifying its cost.” *State ex rel. Intercon Gas, Inc. v. Public Service Commission*, 848 S.W.2d 593 (Mo. App. 1993) *citing State ex rel. Beaufort Transfer Co. v. Clark*, 504 S.W.2d , 216, 219 (Mo. App. 1973). All parties agree that Ameren Missouri must take some action in order to be able to comply with the solar requirements of the Missouri Renewable Energy Standard ("RES.") As part of its overall compliance strategy, Ameren Missouri plans to use this facility to provide approximately a quarter of its solar energy requirement for 2014-2017 by using the solar renewable energy credits (“S-RECs”) associated with the energy produced by this proposed solar facility.

In addition, the Staff of the Missouri Public Service Commission filed testimony which sets forth criteria the Commission has used in the past to determine when a utility's application for a CCN should be granted. Those criteria provide a further basis which supports granting Ameren Missouri's request for a CCN for the proposed solar facility.

**2. *If the Commission decides to grant the CCN, what conditions, if any, should the Commission impose?***

The only conditions which should be granted are those requested by Staff. That is, to condition the CCN upon Ameren Missouri obtaining (and filing proof of obtaining) the last required permit. Additionally, Staff asks that the Commission state that the granting of this CCN does not constitute a ruling on prudence. This is consistent with the Stipulation and Agreement filed previously in this case, to which Ameren Missouri was a signatory, and the Company has no objection to this condition.

Renew Missouri has proposed multiple conditions that it requests the Commission impose upon Ameren Missouri's CCN. The proposed conditions, however, are centered around questions of prudence, which is not at issue in the case before the Commission. Prudence issues are resolved if and when Ameren Missouri seeks to recover, through its revenue requirement, the costs associated with this solar facility. Renew Missouri's requests are inappropriate for this type of a proceeding and should be rejected by the Commission.

**WHEREFORE**, Ameren Missouri provides the foregoing Statement of Position as required by the Missouri Public Service Commission.

Respectfully submitted,

UNION ELECTRIC COMPANY

d/b/a Ameren Missouri

By *Wendy K. Tatro*

**Wendy K. Tatro**, #60261

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**ATTORNEYS FOR UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I have this 2nd day of April, 2014, served the foregoing either by electronic means to all parties of record.

*Wendy K. Tatro*

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