

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 28th day of August, 2018.

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)	File No. EA-2016-0207
Necessity Authorizing It to Offer a Pilot Subscriber)	Tracking No. YE-2018-0110
Solar Program and File Associated Tariff)	

**ORDER APPROVING SECOND AMENDED STIPULATION AND AGREEMENT,
GRANTING CERTIFICATE OF CONVENIENCE AND NECESSITY,
REJECTING TARIFF, AND DIRECTING FILING**

Issue Date: August 28, 2018

Effective Date: September 8, 2018

The Commission is approving the second amended stipulation and agreement addressing a pilot subscriber solar program for Union Electric Company d/b/a Ameren Missouri (Ameren Missouri). As part of that agreement, the Commission is approving the certificate of convenience and necessity (CCN) to build the solar facility, rejecting the currently filed Tariff No. YE-2018-0110, and directing a compliance tariff be filed.

On April 27, 2016, Ameren Missouri filed an application requesting Commission approval of a subscriber solar pilot tariff for the purpose of implementing a subscriber solar pilot program. At the time of the filing, Ameren Missouri envisioned having the tariff approved to begin the subscriptions with an application for a CCN to be filed later. The parties held multiple meetings to discuss the subscriber solar pilot program and reached an agreement with regard to implementing the program. On October 5, 2016, the Commission approved the stipulation and agreement.

In an attempt to comply with the terms of the Commission-approved stipulation and agreement, Ameren Missouri filed an application for an expedited certificate of

convenience and necessity on March 7, 2018. However, various parties objected to that application indicating that it was not consistent with certain terms of the Commission-approved stipulation and agreement.

The application for a CCN also contained Tariff No. YE-2018-0110 bearing an April 6, 2018 effective date. The tariff sheets filed with Ameren's application were suspended several times by the Commission and currently are suspended until September 13, 2018.

After additional negotiations, Ameren Missouri, the Staff of the Missouri Public Service Commission, the Missouri Department of Economic Development – Division of Energy, and Earth Island Institute d/b/a Renew Missouri (the "signatories") reached an agreement to amend the terms of the Commission-approved stipulation and agreement.

An order approving the amended stipulation and agreement was discussed by the Commission at its June 13, 2018 agenda meeting, but was withdrawn after the Commissioners identified some inconsistencies that the parties agreed to correct. On August 20, 2018, a *Second Amended Stipulation and Agreement* was filed by the same signatories. Although the Office of the Public Counsel, United for Missouri, and the Missouri Industrial Energy Consumers were not signatories, the agreement states that those parties indicated no opposition to the agreement.

Commission rule 4 CSR 240-2.115(2)(B) allows nonsignatory parties seven days to object to a nonunanimous stipulation and agreement. Seven days have passed and no objections were received. The Commission will approve the agreement and direct the parties to comply with its terms.

The second amended stipulation and agreement resolves all issues with regard to the application for a certificate of convenience and necessity and the pending tariff

sheets. The second amended stipulation and agreement contains provisions governing the facility and the program under which it will operate. The main differences between the second amended stipulation and agreement and the Commission-approved agreement is a change to the cap on the amount of capital investment Ameren Missouri can make on the project and the change to the construction of a single facility instead of two facilities. Other amendments include:

- the Commission will approve a CCN for the St. Louis Lambert International Airport location for use in the pilot program;
- as a condition of receiving the CCN, Ameren Missouri will make certain filings, which may occur after the Commission issues the CCN;
- only a single one megawatt (1 MW) facility will be built instead of two 500 kilowatt (kW) facilities;
- the facility will not be built until Ameren Missouri has received customer subscriptions totaling 1 MW;
- Ameren Missouri will require a Solar Participation Fee, as set forth in the Commission-approved stipulation and agreement, for all customers enrolling in the pilot, until Ameren Missouri has received enough subscriptions to construct the full 1 MW facility;
- Ameren Missouri's capital investment is capped at \$3 million for the facility;
- Ameren Missouri will consult with the Office of the Public Counsel and other parties in developing answers to Frequently Asked Questions as set out in the Commission-approved stipulation and agreement;

- the required reporting shall begin within 30 days of the Commission approval of the second amended stipulation and agreement and continue as set out in the Commission-approved stipulation and agreement; and
- the Commission should reject Tariff No. YE-2018-0110 and direct Ameren Missouri to file compliance tariff sheets similar to those attached to the second amended stipulation and agreement.

No evidentiary hearing is necessary to grant unopposed relief.¹ Based on the verified filings, the Commission independently finds and concludes that the second amended stipulation and agreement's provisions support safe and adequate service at just and reasonable rates. The Commission incorporates the provisions of the second amended stipulation and agreement into this order as if fully set forth herein.

With regard to the application for a CCN, Ameren Missouri is an "electrical corporation" and a "public utility" as defined in Subsections 386.020(15) and (43), RSMo 2016. According to Subsections 393.170.1 and .2, RSMo 2016, an electrical corporation may not construct electrical plant without first obtaining the permission and approval of this Commission. However, on August 28, 2018, the date of issuance of this order, S.B. 564² became effective containing an exception to the need for Commission approval for "an energy generation unit that has a capacity of one megawatt or less."³ Thus, the solar facility being proposed may fall within the exception. The application was filed before the new law became effective and the parties have agreed to other conditions contingent on the Commission's grant of a

¹ *State ex rel. Rex Deffenderfer Ent., Inc. v. Public Service Commission*, 776 S.W.2d 494, 496 (Mo. App. 1989).

² Section 393.170, S.B. 564, 99th Gen. Assemb., 2nd Reg. Sess. (Mo. 2018).

³ Subsection 393.170.1.

certificate. Additionally, no party has opposed the certificate and nothing in the statute prohibits the Commission from granting a certificate. Therefore, the Commission will grant the certificate even if it is not required.

In granting a certificate, the Commission may give permission and approval when it has determined after due hearing⁴ that the construction is “necessary or convenient for the public service.”⁵ The Commission may also impose such conditions as it deems reasonable and necessary upon its grant of permission and approval.⁶

Ameren Missouri requests authority to construct, own, operate, and maintain a solar generation facility for the creation of a solar subscription pilot program. The parties to this proceeding have extensively negotiated the need for and the terms of this program and have agreed that the Commission should grant the CCN. The solar facility will be located on land owned by the City of St. Louis at the St. Louis Lambert International Airport. Ameren Missouri has secured a lease for use of this land.

The Commission has stated five criteria that it will use in determining whether construction and operation are necessary or convenient for the public service:

1. There must be a need for the service;
2. The applicant must be qualified to provide the proposed service;
3. The applicant must have the financial ability to provide the service;

⁴ The requirement for a hearing is met when the opportunity for hearing is provided and no proper party requests the opportunity to present evidence. No party requested a hearing in this matter; thus, no hearing is necessary. *State ex rel. Deffenderfer Enterprises, Inc. v. Public Service Comm’n of the State of Missouri*, 776 S.W.2d 494 (Mo. App. W.D. 1989).

⁵ Section 393.170.3, RSMo 2016.

⁶ *Id.*

4. The applicant's proposal must be economically feasible; and
5. The service must promote the public interest.⁷

In its *Application for Approval of a Subscriber Solar Pilot Tariff*, Ameren Missouri explained that this pilot program will allow its customers to voluntarily subscribe to the program thereby supporting the development of additional solar facilities by Ameren Missouri. Ameren Missouri stated that this program would further the company's commitment to renewable generation in the state of Missouri. Additionally, Ameren Missouri stated that it has a customer base that cannot put solar panels on their homes or businesses, but desire to support the development of renewable energy, and this program will meet that need. Ameren Missouri supported these statements with the sworn testimony of Michael Harding and William Barbieri attached to its *Application for Approval of a Subscriber Solar Pilot Tariff*.

The application for tariff approval also demonstrates, and the parties have agreed, Ameren Missouri is qualified to construct, install, own, operate, maintain, and otherwise control and manage this solar project and it is financially able to provide this service. The project is economically feasible and is in the public interest. The Commission concludes that granting the application for a CCN meets the above-listed criteria.

The Commission has reviewed the verified applications and their attachments, the exemplar tariffs, the various other verified pleadings, and the multiple agreements. Based on the Commission's independent and impartial review of the record, the Commission finds that granting Ameren Missouri's application for a CCN

⁷ *In re Tartan Energy Company*, 3 Mo.P.S.C. 173, 177 (1994).

would serve the public convenience and necessity. Therefore, the application will be granted.

Since the original agreement between the parties contemplated that the CCN application procedure would be expedited and no party has opposed the current applications or stipulation and agreement, this order will be given a ten-day effective date.

THE COMMISSION ORDERS THAT:

1. The *Second Amended Stipulation and Agreement* filed on August 20, 2018, and attached hereto is approved. The attached stipulation and agreement is incorporated into this order as if set forth herein. The parties are ordered to comply with the provisions of the stipulation and agreement.

2. The tariff sheets filed on March 7, 2018, under Tariff File No. YE-2018-0110, are rejected.

3. Union Electric Company d/b/a Ameren Missouri shall file compliance tariffs similar to the exemplar tariff sheets attached to the *Second Amended Stipulation and Agreement*.

4. Union Electric Company d/b/a Ameren Missouri is granted a certificate of public convenience and necessity to construct, own, operate, and maintain a solar generation facility in the City of St. Louis, Missouri, at the St. Louis Lambert International Airport as described in the *Second Amended Stipulation and Agreement*.

5. Union Electric Company d/b/a Ameren Missouri shall comply with the filing requirements recommended by the Staff of the Missouri Public Service Commission and set out in the *Second Amended Stipulation and Agreement*.

6. The reporting requirements required by the stipulation and agreement shall begin no later than 30 days after the effective date of this order.

7. Nothing in this order shall be considered a finding by the Commission of the reasonableness of the expenditures herein involved, nor of the value for ratemaking purposes of the properties herein involved, nor as an acquiescence in the value placed on the property.

8. The Commission reserves the right to consider the ratemaking treatment to be afforded the expenditures and properties herein involved, and the resulting cost of capital, in any later proceeding.

9. This order shall be effective on September 8, 2018.



BY THE COMMISSION

A handwritten signature in black ink that reads "Morris L. Woodruff".

Morris L. Woodruff
Secretary

Hall, Chm., Kenney, Rupp, Coleman, and
Silvey, CC., concur.

Dippell, Senior Regulatory Law Judge

**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 Offer a Pilot Subscriber)
Solar Program and File Associated Tariff.) File No. EA-2016-0207

SECOND AMENDED STIPULATION AND AGREEMENT

Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri” or the “Company”), the Missouri Public Service Commission Staff (“Staff”), Missouri Department of Economic Development – Division of Energy, and Earth Island Institute d/b/a Renew Missouri Advocates (collectively the “Signatories”) present this Second Amended Stipulation and Agreement (“Second Amended Stipulation”) to the Missouri Public Service Commission (“Commission”) for its approval.

I. BACKGROUND

1. On April 27, 2016, Ameren Missouri requested the Missouri Public Service Commission (“Commission”) approve a Subscriber Solar Pilot Tariff. Several parties filed a Non-Unanimous Stipulation and Agreement ("First Stipulation") and no party filed an objection. The First Stipulation was approved by the Commission as of October 15, 2016.

2. The First Stipulation required Ameren Missouri to make additional filings in this case, once it had a location and cost for the pilot. Ameren Missouri identified a location at the St. Louis Lambert International Airport (called the Ameren Lambert Community Solar Energy Center), collected the needed bids, and made the required filing on March 7, 2018.

3. The filing made by Ameren Missouri was not consistent with one of the terms of the First Stipulation. In order to address this inconsistency, the parties agreed to file an Amended Stipulation and Agreement ("Amended Stipulation"). The Amended Stipulation

was filed on May 14, 2018. The language of the Amended Stipulation was not as clear as it should have been, causing the Commission to ask that the Amended Stipulation be corrected.

4. Ameren Missouri and the other signatories submit this Second Amended Stipulation and Agreement ("Second Amended Stipulation") and ask the Commission to reject the Amended Stipulation filed on May 14, 2018.

II. SPECIFIC TERMS AND CONDITIONS

5. Complete Settlement of Case. As a result of settlement discussions, the Signatories have agreed to the terms and conditions set forth below in full and final resolution of all issues in this case. This Stipulation is solely the result of compromise in the settlement process for this matter and does not serve as precedent beyond this Stipulation.

6. Certificate of Convenience and Necessity ("CCN"). The Signatories agree that Ameren Missouri has met all of the site selection criteria and other considerations set forth in the First Stipulation and, based upon that, recommend the Commission grant Ameren Missouri a CCN for the St. Louis Lambert International Airport location for use in this pilot.

7. Conditions for CCN. As a condition of receiving the CCN, Ameren Missouri agrees to the following (fulfillment of these conditions may occur after the Commission issues the CCN):

A. It will file the legal description for the property to be leased from Lambert for use in this pilot;

B. It will file the 100% design drawings and accompanying specifications for Ameren Lambert Community Solar Energy Center;

C. It will file copies of all approvals identified as required in Exhibit 3 of the CCN Application as they are received; and,

D. It will have a consulting engineer perform an analysis of the long-term

stability of the existing slopes at the Ameren Lambert Community Solar Energy Center, including a seismic analysis.

8. Amendment of First Stipulation. The signatories agree that this Second Amended Stipulation modifies the First Stipulation as follows:

A. Instead of the facility being constructed in two, 500 kW facilities, Ameren Missouri will construct a single, 1 MW facility. The cost differential between construction of two 500 kW facilities and a single 1 MW facility is sufficient to justify this change. All references to two facilities in the First Stipulation are now amended so as to only apply to one.

B. Ameren Missouri will not construct the 1 MW facility until it has received customer subscriptions totaling 1 MW.

C. Ameren Missouri will still require a Solar Participation Fee, as set forth in the First Stipulation, for all customers enrolling in the pilot, until Ameren Missouri has enough subscriptions to construct the full 1 MW Ameren Lambert Community Solar Energy Center.

D. Ameren Missouri's capital investment for this pilot is capped at \$3 million for the 1 MW facility.

E. Ameren Missouri agrees to consult with the Office of the Public Counsel in developing answers to the Frequently Asked Questions set forth in the First Stipulation, along with all of the signatories of the First Stipulation.

F. The First Stipulation required Ameren Missouri to file reports detailing lessons learned but did not state when the reporting was to begin. The signatories agree the first report shall be filed within 30 days of Commission approval of this Second Amended

Stipulation. Subsequent reports will be filed as set forth in the First Stipulation.

G. Provisions not amended by the changes listed in sub-paragraphs A through F above continue to be in effect.

9. Tariff. Attached to this Second Amended Stipulation is a tariff, which the signatories agree reflects the correct pricing for this pilot. The Signatories agree the Commission should reject Ameren Missouri's currently pending tariff and order Ameren Missouri to file this tariff as a compliance tariff.

10. The Office of the Public Counsel, United for Missouri and the Missouri Industrial Energy Consumers are not signatories to this agreement, but have indicated that they do not oppose this agreement.

III. GENERAL PROVISIONS

11. This Stipulation is being entered into for the purpose of disposing of the issues that are specifically addressed herein. In presenting this Stipulation, none of the Signatories shall be deemed to have approved, accepted, agreed, consented or acquiesced to any ratemaking principle or procedural principle, including, without limitation, any method of cost or revenue determination or cost allocation or revenue related methodology, and none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation (whether it is approved or not) in this or any other proceeding, other than a proceeding limited to enforce the terms of this Stipulation, except as otherwise expressly specified herein. Without limiting the foregoing, it is agreed that this Stipulation does not serve as a precedent for future MEEIA plans, and does not preclude a party from arguing whether the Stipulated Plan has or does not have an impact on Ameren Missouri's business risk in any pending or future proceeding.

12. This Stipulation has resulted from extensive negotiations, and the terms hereof are interdependent. If the Commission does not unconditionally approve this Stipulation, or approves it with modifications or conditions to which a party objects, then this Stipulation is considered to be void and no Signatory will be bound by any of its provisions.

13. If the Commission does not unconditionally approve this Stipulation without modification, or approves it with modifications or conditions to which a party objects, and notwithstanding its provision that it shall become void, neither this Stipulation, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights any Signatory has for a decision in accordance with Section 536.080, RSMo 2000, or Article V, Section 18, of the Missouri Constitution, and the Signatories retain all procedural and due process rights as fully as though this Stipulation 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 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.

14. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein and resolves all issues in this case.

15. This Stipulation does not constitute a contract with the Commission. Acceptance of this Stipulation 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. Thus, nothing in this Stipulation 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.

/s/ Wendy K. Tatro

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CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing has been e-mailed, this 20th day of August, 2018, to counsel for all parties of record.

/s/ Wendy K. Tatro
Wendy K. Tatro

APPLYING TO MISSOURI SERVICE AREA

COMMUNITY SOLAR PILOT PROGRAM

PURPOSE

The purpose of the Community Solar Pilot Program (Program) is to examine the interest of customers in an opportunity to subscribe to a designated solar resource (Resource) within the Company's Missouri service territory.

PROGRAM DESCRIPTION

Program participants will subscribe to and enroll in the Program and by doing so, agree to pay for Solar Blocks of 100 kilowatt-hour (kWh) each that will replace an equivalent kWh amount of electricity they receive from their standard class of service.

AVAILABILITY

Electric service under this Program is only available to full service electric customers currently served by the Company. Customers can replace up to 50% of their average annual energy usage. Customers must qualify for service under either Company Service Classification Residential Service 1(M) or Small General Service 2(M). Customers will be deemed ineligible for the Program if they have received a disconnection notice within twelve (12) months preceding their application.

Participants will be enrolled on a first-come, first-served basis. Participants can enroll or cancel subject to the Program Provisions and Special Terms. Service hereunder is provided through one meter to one end-use customer and may not be redistributed or resold.

DEFINITIONS

Solar Block - 100 kWh of solar energy per billing month. The number of blocks available will be determined by the total estimated average annual production over the life of the Resource ~~(+)~~.

Solar Availability Bank - The number of Solar Blocks available for subscription in any given month based on the estimated average annual production over the life of the Resource ~~(+)~~ minus Solar Blocks covered by existing subscriptions.

Term of Initial Enrollment - The initial enrollment term shall be limited to within three years of the first effective date of this tariff sheet.

Program Term - The program term shall be 25 years from the date of the Resource being placed into service.

SOLAR BLOCK MONTHLY CHARGES

Subject to the Program Provisions and Special Terms set forth below:

Solar Block Charges for a 100 kWh Block

<u>Service Classification</u>	<u>Residential Service 1 (M)</u>	<u>Small General Service 2 (M)</u>
Solar Generation Charge	\$ 10.78	\$ 10.78
Total Facilities Charge	<u>\$ 3.17</u>	<u>\$</u> <u>2.310</u>
Total Solar Block Charge	\$ 13.95	<u>\$</u> <u>13.098</u>

DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY Michael Moehn President St. Louis, Missouri
 NAME OF OFFICER TITLE ADDRESS

MO.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 158.1CANCELLING MO.P.S.C. SCHEDULE NO. 6 Original SHEET NO. 158.1APPLYING TO MISSOURI SERVICE AREA**COMMUNITY SOLAR PILOT PROGRAM (Cont'd.)****MONTHLY BILL**

All terms and conditions of the customer's applicable standard service classification tariff shall apply to this Program with the following exception:

The Solar Blocks supplied under this Program, pursuant to the customer's subscribed amount, will replace an equal amount of kWh the customer would otherwise be billed under their Energy Charge and Energy Efficiency Program Charge.

All other usage-based charges in the customer's applicable tariff schedule will be billed at the actual metered electricity usage.

INITIAL ENROLLMENT; TERM

Unless a Resource under this program is placed in service within the Term of Initial Enrollment, the Community Solar Pilot Program tariff sheets shall expire three years after the first effective date of this tariff sheet. Once a Resource has been placed in service under this Program, i) enrolled customers that also receive service under this tariff may continue said service for the Program Term unless they cancel service under the program and ii) new customers will be allowed to receive service under the Program after the initial three (3) year period to the extent there exists a Solar Availability Bank. However, this tariff shall immediately become void, and the Company shall have no further obligations or liabilities hereunder, if any term or terms of this Program are determined to be discriminatory or otherwise unlawful by a court of competent jurisdiction.

PROGRAM PROVISIONS AND SPECIAL TERMS

1. Qualifying customers are eligible to subscribe to at least one (1) Solar Block, regardless of their annual usage, as long as they meet all other provisions.
2. In any given billing month, an unused Solar Block or portion of a Solar Block subscribed by customer will not be carried over into any subsequent billing month.
3. All rights to the solar renewable energy certificates (SREC) associated with the generation output of the Resource(s) will be owned by the Company and managed consistent with Company's Renewable Portfolio.
4. Enrollment; Participation Fee; Commitment:
 - a. The Program will result in the construction of a up to two, 1500 M^w Resources, if there are sufficient subscriptions to support the Resources. Customers enrolling in the Program will be assigned to the ~~first~~ Resource until such time as all of the Solar Blocks for the ~~first~~ Resource are subscribed, and upon enrollment such customers shall pay a Program participation fee of \$25 per block. ~~After the first Resource is fully subscribed, additional customers enrolling in the Program will be assigned to the second Resource until such time as all of the Solar Blocks for the second Resource are subscribed, and such customers shall also pay a Program participation fee of \$25 per block.~~ Collected Program participation fees will be treated by the Company as a Contribution in Aid of Construction upon construction of the Resource(s).

DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY Michael Moehn President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

COMMUNITY SOLAR PILOT PROGRAM (Cont'd.)PROGRAM PROVISIONS AND SPECIAL TERMS (Cont'd.)

- b. On and after the date the Company commits to construct the ~~first~~ 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 the ~~first~~ 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. ~~In addition, until such time as the Company commits to construct the second Resource, which commitment shall occur as described above except that e-mails or letters will be sent to enrollees assigned to the second Resource, an enrollee assigned to the first Resource who has become obligated to participate in the Program for the two-year period described above may withdraw from the Program (but will forfeit the Program participation fee) if there are enrollees that have been assigned to the second Resource. In such event, an enrollee assigned to the second Resource will be reassigned to the first Resource, will receive a refund of said enrollee's Program participation fee, and shall assume the withdrawing enrollee's commitment to participate in the Pilot for the number of blocks subscribed to by the reassigned enrollee, to the extent applicable.~~
- ~~c. On and after the Company commits to construct the second Resource, which commitment shall occur as described above except that e-mails or letters will be sent to enrollees assigned to the second Resource, enrollees then assigned to the second Resource shall 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 and shall receive a refund of the enrollee's Program participation fee.~~
- ~~cd.~~ Any enrollee from whom a Program participation fee has been collected who has not received service from ~~the a~~ Resource by the earlier of (i) the date the Company commits to the ~~second~~ Resource, or (ii) three years after this tariff first becomes effective, will be refunded the Program participation fee.
- ~~de.~~ 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 both~~ Resources, 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.
5. The Solar Generation Charge associated with the Solar Block will be capped for Program 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 Program Term.

DATE OF ISSUE _____

DATE EFFECTIVE _____

ISSUED BY

Michael MoehnPresidentSt. Louis, Missouri

NAME OF OFFICER

TITLE

ADDRESS

COMMUNITY SOLAR PILOT PROGRAM (Cont'd.)

PROGRAM PROVISIONS AND SPECIAL TERMS (Cont'd.)

- 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.
- 8. Any customer being served or having been served on this Program waives all rights to any billing adjustments arising from a claim that the customer's service would be at a lower cost had the customer not participated in the Program for any period of time.
- 9. If a customer moves to another location within the Company's Missouri service territory the customer's subscription will also transfer.
- 10. Subscription cancelations will result in available Solar Blocks going back into the Solar Availability Bank. Any surplus of kWh from Solar Blocks will be forfeited back into the Solar Availability Bank without any monetary reimbursement to subscriber.
- 11. After the expiration of any two-year commitment as provided for in paragraph 4.B, customers that subscribe will continue as Program participants until they cancel their subscription or the Program is terminated, whichever occurs first. For enrollments occurring 20 or more days before a customer's next billing cycle, enrollment fees or refunds of participation fees, if otherwise allowed hereunder, shall be charged or credited, as appropriate, via the customer's bill in that next billing cycle; otherwise, in the second billing cycle after enrollment or withdrawal.
- 12. Any customer who terminates Program participation must wait three (3) months after the first billing cycle without a subscription to re-enroll in the Program.
- 13. Customers with Net Metering agreements or Time-of-Day Service are ineligible for the Program.

GENERAL RULES AND REGULATIONS

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Program.

DATE OF ISSUE _____

DATE EFFECTIVE _____

ISSUED BY Michael Moehn
NAME OF OFFICER

President
TITLE

St. Louis, Missouri
ADDRESS

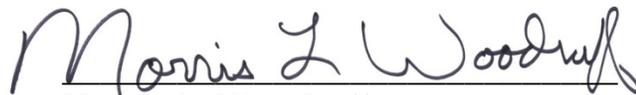
STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 28th day of August 2018.




Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

August 28, 2018

File/Case No. EA-2016-0207

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Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,

A handwritten signature in black ink that reads "Morris L. Woodruff". The signature is written in a cursive style with a large initial 'M' and 'W'.

**Morris L. Woodruff
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.