

**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>\$ 2.310</u>
Total Solar Block Charge	\$ 13.95	<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 Mkw 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.

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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.)

- 6. Where an additional Resource is added to the Program, the leveled cost of the new Resource will be averaged with the remaining leveled cost of existing Resource to determine the new fixed leveled 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