

**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) EA-2016-0207
Necessity Authorizing it to Offer a Pilot Subscriber)
Solar Program and File Associated Tariff.)

NON-UNANIMOUS 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 (collectively the “Signatories”) present this Stipulation and Agreement (“Stipulation”) to the Missouri Public Service Commission (“Commission”) for its approval.

I. BACKGROUND

1. On April 26, 2016, Ameren Missouri requested the Missouri Public Service Commission (“Commission”) approve a Subscriber Solar Pilot Tariff for the purpose of implementing a Subscriber Solar Pilot program (the "Pilot"). The filing included direct testimony filed by William Barbieri and Michael Harding. The Signatories held multiple meetings to discuss the Pilot and have come to an agreement to implement the Pilot on the terms and conditions set forth below.

II. SPECIFIC TERMS AND CONDITIONS

1. Complete Settlement of Case. As a result of extensive 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.

2. Certificate of Convenience and Necessity (“CCN”). The Signatories agree to use their best efforts to process an expedited application for a CCN to construct the Solar Resources

contemplated herein, consistent with the Minimum Application Conditions and Additional Considerations for Site Evaluation set forth in Appendix A. For purposes of this stipulation, “best efforts to process an expedited application” means Staff (and any other Signatory desiring to conduct a review) shall make its best efforts to complete its review within 45 days after filing the CCN application, and the Signatories will make their best efforts in good faith to support any necessary procedural schedule or other process at the Commission that would allow the Commission to decide the CCN application within 90 days of its filing. If facilities under both this application and the application that is the subject of File No. EA-2016-0208 are to be built, Ameren Missouri will use its best efforts to locate sites that can host facilities for both.

6. Capital Investment Level. Ameren Missouri’s capital investment in each Pilot facility (two separate facilities are anticipated) is capped at \$1.75 million per facility, but in no case will its capital investment for all Pilot facilities total more than \$3 million.

7. Construction. Upon grant of a CCN, construction of the first Pilot facility shall not begin until at least 500 kW are subscribed. Construction of a second Pilot facility shall not occur until it is fully subscribed. If subscription levels allow, construction of both Pilot facilities may occur at the same time.¹

8. Costs and Revenues. The current authorized equity return of 9.53% and the return on Pilot facility investment costs, property taxes, operations and maintenance costs, administrative costs, tax credits and marketing costs shall be reflected in the subscriber solar tariff rate on a levelized basis over the lifetime of the respective facilities.² Actual costs shall be

¹ Because customers are subscribing to the output of the facility, the facility(ies)' capacity is expressed in Alternating Current (“AC”).

² For purposes of calculating the levelized costs of the facilities, the current authorized equity return rate of 9.53% shall be used for the life of the facility. The equity return on Ameren Missouri’s investment in the Pilot facility for

reviewed by parties to Ameren Missouri rate cases and may be challenged on the basis of imprudence; however, it is agreed that parties may not argue that the decision to construct a Pilot facility according to the terms of this agreement is imprudent. All investment (within the caps) in the Pilot facilities and other costs of the facilities, other than those found to be imprudent, and all revenues arising from the Pilot facilities, will be reflected in Ameren Missouri's revenue requirement in each rate case.

9. Tariff. Upon approval of this Stipulation, Ameren Missouri will withdraw the Subscriber Solar tariff filed at the initiation of this docket. At the time Ameren Missouri files the information required in Appendix A, it will file a new Subscriber Solar tariff containing the terms and conditions reflected in the exemplar tariff attached hereto as Appendix B, but which shall also include the Solar Block Charges to be paid by customers to subscribe to energy from the Pilot facility(ies), with Solar Block Charges to be determined using the Subscriber Solar Generation Block Calculator, attached hereto as Appendix C.³ The Signatories agree that they will not oppose said tariff becoming effective 30 days after its filing or otherwise seek suspension or rejection of the tariff except on the grounds that the rate reflected in the tariff was improperly calculated.

10. Subscription Solar Price. The "Total Cost to Build Solar Facility" that will be used in the calculation reflected in Appendix C will include the bid associated with constructing the initial Pilot facility on the site selected to host that facility.

11. Request for Proposal. Ameren Missouri will provide the request for proposal ("RFP") it intends to issue for construction of the Pilot facilities to the Signatories and the Office

ratemaking purposes shall be the same as applied to its other investments.

³ The figures in Appendix C are illustrative and will be replaced with actual figures as of the time of the future calculation. The Solar Block Charges determined using Appendix C shall replace the "\$x.xx" in Appendix B.

of the Public Counsel prior to its issuance in order to give the Signatories and the Office of the Public Counsel an opportunity to provide comments on the RFP.⁴ Ameren Missouri will consider and use reasonable efforts to reflect relevant comments in a revised RFP, which it will then issue. Prior to issuance of the RFP, Ameren Missouri will publish notice of the pending RFP in a minimum of two publicly-available forums (such as trade periodicals or industry websites).

12. Subscription Solar Participation Fee and Length of Commitment.

A. The Pilot will consist of up to two, 500 kW facilities, if there are sufficient subscriptions to support the facilities. Customers enrolling in the Pilot will be assigned to the first facility until all of the solar blocks for the first facility are subscribed, and such customers shall pay a Solar Participation Fee of \$25 per block. After the first facility is fully subscribed, additional customers enrolling in the Pilot will be assigned to the second facility until all of the solar blocks for the second facility are subscribed, and such customers shall pay a Solar Participation Fee of \$25 per block. Collected Solar Participation Fees shall be treated by Ameren Missouri as a Contribution in Aid of Construction⁵ upon construction of the facility(ies).

B. On and after the date the Company commits to construct the first facility, which commitment shall occur upon the Company posting its commitment on its website and sending an e-mail, if available, or by letter if e-mail is not available, announcing its commitment to the enrollees assigned to the first facility, said enrollees will be obligated to participate in the Pilot and pay the charges thereunder for a term of two years after the

⁴ Only one RFP will be issued for both facilities, with the costs for the second facility, if built, to be updated based on “open book” prices (i.e., supplier prices reflecting actual, updated supplier costs) if the second facility is not built concurrently with the first.

⁵ This will be reflected as credits in the plant accounts supported by contributed funds.

facility's in-service date, unless the customer no longer takes service from the Company. Until said committal date, an enrollee may withdraw from the Pilot and shall receive a refund of the enrollee's Solar Participation Fee. In addition, until such time as the Company commits to construct the second facility, which commitment shall occur as described above except that e-mails or letters will be sent to enrollees assigned to the second facility, an enrollee assigned to the first facility who has become obligated to participate in the Pilot for the two-year period described above may withdraw from the Pilot (but will forfeit the Solar Participation Fee) if there are enrollees that have been assigned to the second facility. In such event, an enrollee assigned to the second facility will be reassigned to the first facility, shall receive a refund of said enrollee's Solar Participation Fee, and will 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 facility, which commitment shall occur as described above except that e-mails or letters will be sent to enrollees assigned to the second facility, enrollees then assigned to the second facility shall be obligated to participate in the Pilot and pay the charges thereunder for a term of two years after the facility's in-service date, unless the customer no longer takes service from the Company. Until said committal date, an enrollee may withdraw from the Pilot and shall receive a refund of the enrollee's Solar Participation Fee.

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. For enrollments occurring 20 or more days before a customer's next billing cycle, the refunds shall be credited, via the customer's bill in that next billing cycle; otherwise, in the second billing cycle after enrollment or withdrawal.

E. Customers may enroll in the Pilot after the Company has committed to build both facilities, and throughout the Pilot's operation, when solar blocks become available, without paying a Solar Participation Fee. The Company will maintain a waiting list of customers interested in enrolling in the program and will notify customers on the waiting list as and when solar blocks become available.

13. Total Facilities Charge. The Total Facilities Charge used in constructing the rates for this pilot will be as follows:

A. If the initial site is selected and the Solar Subscriber tariff is approved prior to the rates established in File No. ER-2016-0179 becoming effective, then the Total Facilities Charge will be \$0.0308 for the Residential class and \$0.0223 for the Small General Service class. In such an event, Sheet 164 will be filed as part of the tariff compliance filing in File No. ER-2016-0179 and the Total Facilities Charge will change by the same percentage change as the overall \$/kWh rate for the Residential and Small General Service classes, respectively.

B. If the initial site is selected and the Solar Subscriber tariff is approved after the rates established in File No. ER-2016-0179 become effective, then the Total Facilities Charge will, at the time of filing of the compliance tariffs in File No. ER-2016-0179, change by the same percentage change as the overall \$/kWh rate for the Residential and Small General Service classes, respectively.

C. The Total Facilities Charge will be adjusted when rates are reset in such future rate cases by the percentage change to volumetric rates in those future rate cases, unless a party provides a cost study demonstrating that it would be unreasonable to adjust the Total Facilities Charge rate by the percentage change to volumetric rates in future rate cases post-File No. ER-2016-0179. The burden of production and persuasion shall be on the party requesting such an alternative adjustment.

D. The Signatories agree that this treatment does not set precedent for how the Total Facilities Charge should be determined outside of this Pilot.

14. Signatory Meeting. Approximately six months after the Subscriber Solar tariff filed in accordance with ¶ 9 of this Stipulation initially becomes effective, Ameren Missouri will conduct a meeting of the Signatories and the Office of the Public Counsel to discuss whether any tariff and/or program adjustments are needed. Potential program adjustments may include, but are not limited to, participation fees and term commitment requirements.

15. Marketing and Administration.

A. All marketing materials for this pilot, including, but not limited to, the letter to Pure Power customers, shall be shared with the Signatories and the Office of the Public Counsel for review and comment prior to the commencement of marketing efforts. Marketing activities may begin once the Subscriber Solar tariff becomes effective in accordance with ¶ 9 of this Stipulation.

B. Ameren Missouri shall spend no more than \$300,000 for administrative and marketing costs during the first year of the program. Administrative and Marketing costs shall not exceed \$75,000 in any subsequent year and any administrative and

marketing costs in excess of these levels shall be considered non-recoverable in any future rate proceeding.

C. All administrative and marketing costs are subject to prudence review by the parties in a rate case and are subject to proposed adjustment or disallowance in all future rate proceedings based upon a finding of imprudence.

D. Marketing materials must clearly distinguish and explain all differences between this Pilot and the Pure Power program. A letter that clearly distinguishes and explains all differences between this Pilot and the Pure Power program will be sent to all existing Pure Power customers.

E. Ameren Missouri will include on its website a list of Frequently Answered Questions (“FAQs”) and the answers, including at least the questions listed below. These FAQs shall be updated in a timely manner for any material changes to the answers, which may be necessary for the answers to remain accurate. Updates to the website FAQ shall be provided to the Signatories for review and comment prior to being made.

- Who is eligible?
- What does it cost?
- Do I own the panel?
- How much solar can I subscribe to?
- Where will the subscription solar be located?
- How big is the subscription solar?
- Will this make my rates go up (non-subscriber)?
- Is my payment for the solar eligible for a tax deduction/credit?
- What is the minimum participation period?
- What if I want to reduce/increase my shares?
- What happens if I drop off or move?
- What happens if I pass away?
- How is my bill calculated?
- How will this appear on my bill?
- How much can I expect my bill to increase?

- Will my bill be subject to additional increases in the future?
- Is it possible the cost of my bill will decrease as a result of my participation?
- What if the cost of solar decreases over the next twenty-years? Will my cost decrease?
- What is the fixed portion of my bill? Will it be the same every month if I participate?
- What are the surcharges on my bill? Will they be the same every month if I participate?
- Do I own the renewable energy credit (RECs) for my portion of this solar project?
- Does participation in this program qualify me as a net metering or co-generation customer?
- Can I still participate in this program if I am currently a net metering or co-generation customer?
- Is the renewable energy I support through the Subscription Solar program delivered directly to my residence?
- Is there a calculator or spreadsheet I can use to help me determine my future expense?
- Am I eligible for the federal tax rebate known as the Investment Tax Credit?
- Who gets to claim the environmental benefits of this project?
- How is this different from Ameren's Pure Power?
- What if the system is sold out and I want to participate?
- How long will the community solar be in service?
- What panels, inverters and racking systems are being used in the array?
- How do I enroll?

16. Sharing of Undersubscription Risk. In the event that the number of customer-subscribed solar blocks drops below 50% (customer solar blocks subscribed vs. total solar blocks in service), Ameren Missouri shall be deemed to have subscribed to that number of blocks equal to the difference between blocks subscribed by customers and 50% of the total solar blocks in service, with that difference, if any, to be determined in a general electric rate case. In each general electric rate case the subscription level during the last month of the true-up period shall determine whether Ameren Missouri is to be deemed as a subscriber and the amount of subscription attributed to Ameren Missouri. In the event Ameren Missouri is deemed to be a

subscriber in a general electric rate case, revenues will be imputed equal to the net cost of Ameren Missouri's subscription. The gross cost of Ameren Missouri's subscription shall be offset by multiplying the number of solar blocks to which Ameren Missouri is subscribed in a given month by 100 kWh by the Company's published non-time differentiated Qualifying Facilities Purchase Power Rate ("QF Rate") to determine the net cost of Ameren Missouri's subscription; provided, that the offset shall not exceed the total cost of Ameren Missouri's subscription (with any excess to be retained by customers). An example of these calculations is as follows:

Total Solar Blocks Available: 750

50% Threshold: 375 solar blocks (750 * 0.5)

Customer Subscribed Solar Blocks: 300 solar blocks

Ameren Missouri Subscribed Blocks: 75 solar blocks

Ameren Missouri Contribution Revenue = 75 solar blocks * \$12.8 (price per solar block, TBD) = \$960

Offset: \$207.75

75 solar blocks * 100 = 7500 kWh

7500 kWh * \$0.0277 (published Summer 2016 QF Rate) = \$207.75

Revenue Imputation Determination During a General Electric Rate Case Proceeding Example:

Ameren Missouri Contribution Revenue: \$960 (following the calculation directly above for 75 blocks * \$12.8 per block)

Less the Offset of \$207.75 (following the calculation directly above for 7500 kWh * \$0.0277/kWh)

Which results in a net revenue imputation of \$752.25 (\$960 – \$207.75).

17. Reporting. Ameren Missouri shall file reports with the Commission, in this docket, detailing lessons learned. Reports shall be filed quarterly until the first Pilot facility is fully constructed or Ameren Missouri determines it will not be constructed due to lack of

enrollment. Thereafter, a report shall be filed annually for the next four years. This sequence shall be repeated for construction of the second Pilot facility, if applicable. Thereafter, reports shall be filed every three years until the Pilot facilities are retired. The report will, at a minimum, address the issues listed in Appendix D.

III. GENERAL PROVISIONS

18. 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 solar facility programs.

19. 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.

20. 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.

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

22. 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/ James B. Lowery

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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
23rd day of September, 2016, to counsel for all parties of record.

/s/ James B. Lowery

Appendix A – Site Documentation

CCN Application filing:

- A. When filing its CCN application, Ameren Missouri will file the information required by 4 CSR 240-3.105(B) in File No. EA-2016-0207. This filing will also include an assessment that the identified site meets the Minimum Application Conditions listed below, as well as documentation regarding the Additional Considerations for Site Selection listed below.
- B. Ameren Missouri will schedule a conference call within 7 calendar days of the filing of the information to answer questions.
- C. Parties may issue data requests for additional information. The time to answer these data requests will be shortened to 7 calendar days, with 3 business days to object or notify the issuer that additional time will be needed to provide the information requested.
- E. Consistent with expedited treatment of the CCN application, Staff will file a report in the CCN case that says they have verified that the site selected does (or does not) meet the agreed-upon criteria. Other parties may file a report at the same time, but are not required to do so.

Minimum Application Conditions to be met are as follows, in no particular order:

- Site is within the Ameren Missouri service territory
- Site provides a suitable location for solar (flat, minimal shading issues, accessible) minimum of eighty-five percent (85%) of the solar resource is available to the solar photovoltaic system. Near sub-transmission, distribution lines, or substations (12kV - 69 kV)
 - Interconnection must be at sub-transmission or distribution level
 - Interconnection must not require significant capacity upgrades
- Not in a flood plain

Additional Considerations for Site Evaluation, in no particular order:

- Price of Bid
- Price of Interconnection Cost and Upgrades
- Type of installation (Ground Mount, Rooftop, Canopy)
- Quality of site (risk of erosion, deterioration of structure, or quality of soil)
- Environmental risk of site
- Existing security at site location
- Safety risk at location
- Type of Facility: (Greenfield, Office, Educational, Industrial, Manufacturing, Retail, Data center, Warehouse, Healthcare, Military, Recreational, Other)
- Site Status: (Owned, Leased, Other)

MO.P.S.C. SCHEDULE NO. 6 Original SHEET NO. 164.1

CANCELLING MO.P.S.C. SCHEDULE NO. --- SHEET NO. ---

APPLYING TO MISSOURI SERVICE AREA

SUBSCRIBER 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 Subscriber 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 Subscriber 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 up to two, 500 kW 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 Month XX, 2016 DATE EFFECTIVE Month XX, 2016

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

SUBSCRIBER 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.
 - D. Any enrollee from whom a Program participation fee has been collected who has not received service from 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.
 - 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 both Resources, and throughout the Program's operation, during any period when there exists a Solar Block 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 Block 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.

APPLYING TO

MISSOURI SERVICE AREA

SUBSCRIBER 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 Subscriber Solar Availability Bank. Any surplus of kWh from Solar Blocks will be forfeited back into the Subscriber 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 Month XX, 2016

DATE EFFECTIVE Month XX, 2016

ISSUED BY Michael Moehn
NAME OF OFFICER

President
TITLE

St. Louis, Missouri
ADDRESS

**APPENDIX C IS
HIGHLY CONFIDENTIAL IN
ITS ENTIRETY**

APPENDIX D

Each report filed pursuant to paragraph 16 shall include at a minimum: a discussion of knowledge gained of each Learning Opportunity, a discussion of progress towards answering each Key Question to Explore, and the results of and documentation of Planned Activities to Gain Insight, to the extent the specified surveys have been conducted.

Learning Opportunities:

To gauge how customers will react to various pricing sensitivities, to evaluate the potential impacts on net energy metering structures and to determine the real or perceived value of increasing solar generation at the distribution level, as compared to adding solar generation at the transmission level.

In gauging customer reactions to pricing, Ameren Missouri will also determine customer sensitivity to program design aspects including, but not limited to: the timing, level, and refund limitation of the up-front “reservation fee;” the program length commitment; subscription transferability between customers; the 50 percent usage cap on subscription; and the potential for a portion of the monthly charge to increase following rate cases.

This program will assist Ameren Missouri in determining first-hand how best to structure supply options related to distributive solar generation. The intent is to engage customers, solicit their feedback and provide a basis to continually adjust the program offering in order to meet their expectations. The lessons learned through this pilot program should provide insights into the advantages and challenges associated with distributed generation resources on the Ameren Missouri grid. Testing the deployment, this small-scale pilot project may be helpful in developing real time solutions for distributed generation.

Key Questions to Explore and Planned Activities to Gain Insights:

Ameren Missouri will conduct a survey of the program participants after the first 18 months of program operation. The intent will be to gather customer feedback seeking answers to questions such as:

- What were customer’s expectations coming into the program?
- Is the program meeting customer’s expectations?
- What areas of the program need improvement?
- What aspects of the program do the customers like and dislike?
- Do participants find the timing, level, and refund limitation of the up-front “reservation fee” reasonable?
- Are current and potential subscribers willing to commit to a two-year subscription?
- Would a shorter mandatory subscription period (or no period at all) be more appropriate?
- Would current or potential subscribers be interested in the ability to transfer subscriptions to other customers without penalty?
- Is the block size appropriate?
- Do current or potential subscribers want to be able to subscribe to more than 50 percent of their usage? Should the limitation be relaxed or eliminated for customers exhibiting high load factors?

- Are customers aware of the potential for part of the subscription fee to increase with rate cases? With this knowledge, are they still willing to participate?
- Are there any aspects of the program that provide the customer with a greater understanding of solar energy generation?
- What is the impact of the program on non-participating ratepayers?

A similar survey will then be conducted after three years to determine if the program has provided enough value to be extended and/or what changes would be necessary to gain a higher level or a continued level of participation. In addition to surveying program participants, Ameren Missouri will solicit input from non-participants to determine reasons for non-participation and alternative program design provisions which might encourage participation. This survey shall be conducted every six years thereafter over the life of the solar resource.