

**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                ) File No. EA-2022-0244  
Necessity Authorizing it to Construct a            )  
Renewable Generation Facility.                     )

**STIPULATION AND AGREEMENT**

**COME NOW** Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or the "Company"), the Staff of the Missouri Public Service Commission ("Staff"), and Renew Missouri (the "Signatories"<sup>1</sup>), and for their Stipulation and Agreement ("Agreement") resolving the Company's *Application*<sup>2</sup> in this case, state as follows:

**BACKGROUND**

1. On October 22, 2018, Ameren Missouri filed its *Application* which requested a Certificate of Convenience and Necessity ("CCN").
2. MIEC applied for, and was granted, intervention. OPC is also a party to this docket.
3. On November 14, 2022, Ameren Missouri filed a *Notice Regarding Impact of the Inflation Reduction Act on Relief Sought*,<sup>3</sup> indicating that due to the availability of production tax credits under the federal Inflation Reduction Act, Ameren Missouri would not use the tax equity partnership structure described in the Application but instead would use production tax credits because doing so is more favorable for customers.
4. Concurrently with filing this Agreement, Ameren Missouri filed a *Motion for*

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<sup>1</sup> While the Missouri Industrial Energy Consumers ("MIEC") and the Office of the Public Counsel ("OPC") are not Signatories, they have each indicated that they do not object to this stipulation.

<sup>2</sup> EFIS Item No. 2.

<sup>3</sup> EFIS Item No. 34.

*Leave to File Amended Application* so that the record in this docket would reflect the elimination of the relief not sought that had been outlined in the above referenced *Notice*, and would reflect the developer's entering into a Chapter 100 arrangement under Chapter 100 of the Revised Statutes of Missouri as a means to minimize property-tax related expenditures during Ameren Missouri's ownership and operation of the facility.

5. After several discussions, the Signatories have agreed upon the terms of this Agreement, as set forth herein.

#### **AGREEMENTS AMONG THE SIGNATORIES**

6. Ameren Missouri and Staff agree that, on the terms provided for herein, that the Missouri Public Service Commission ("Commission") should, subject to the conditions provided for in paragraph 7 of this Agreement:

a. Grant Ameren Missouri a certificate of convenience and necessity under subsection 1 of Section 393.170 authorizing Ameren Missouri to construct, install, own, operate, maintain, and otherwise control and manage a 200 megawatt ("MW") solar generation facility, to be constructed in Audrain and Ralls Counties, Missouri pursuant the Build Transfer Agreement ("BTA")<sup>4</sup> with EDF Renewables Development, Inc. ("EDF") (the "Project").

b. Grant the Company authority and permission under Section 393.190.1 to complete the mergers necessary so that the Company becomes the owner of the Project after the closing provided for by the BTA, determine that completion of such mergers are not detrimental to the public interest, and waive, for good cause shown and to the extent necessary, any requirements of 20 CSR

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<sup>4</sup> The BTA is attached to the Direct Testimony of Company witness Scott Wibbenmeyer filed in this docket.

4240-10.105, 10.115 that would normally apply to a standalone merger application.

c. Grant the Company a variance from the requirements in 20 CSR 4240-20.045(3)(C) such that Ameren Missouri may provide as-built drawings in accordance with Condition a in paragraph 7 of this Agreement, and such that Ameren Missouri can submit an overview of plans for restoration of safe and adequate service after significant, unplanned/forced outages in accordance with Condition b in paragraph 7 of this Agreement.

7. The Signatories agree that the CCN should be granted subject to the following conditions:

a. Ameren Missouri shall file with the Commission as-built drawings for the Project within 100 days after “Final Completion,” as provided for in the BTA, provided, that if EDF is excused under the terms of the BTA from providing certain as-built drawings within said 90-day period Ameren Missouri will file such as-built drawings within 10 days after receipt thereof from EDF. Ameren Missouri will notify the Staff within 10-days after expiration of the 90-day period if there are any as-built drawings for which EDF was excused from delivering within the 90-day period.

b. Ameren Missouri shall file with the Commission the final version of the plans for restoration of safe and adequate service no later than 60 days after the site is commercially operational.

c. Ameren Missouri shall file with the Commission notice when the ownership of the communication line has been determined and no later than 60

days after the CCN is approved.

d. Ameren Missouri shall file with the Commission quarterly progress reports on the plans and specifications for the Project, and the first report shall be due on the first day of the first calendar quarter beginning after the CCN is issued.

e. Ameren Missouri shall no longer pursue the use of a tax equity partnership to finance the construction and instead utilize the production tax credits that will be generated by the Project.

f. Ameren Missouri agrees the in-service criteria contained in Confidential SEL-1 and Confidential SEL-2 are attached to the Staff's Recommendation<sup>5</sup> are appropriate for use in a future case to determine whether the Project is in-service.

g. Ameren Missouri represents that the generation tie line and Project substation (345 kV transmission assets that transmit the collect and transmit the solar energy generated by Huck Finn to Ameren Missouri's Spencer Creek substation, collectively, the "transmission asset") will, upon Ameren Missouri becoming the owner of the Huck Finn facility, connect an Ameren Missouri facility (Huck Finn) to an Ameren Missouri facility (Spencer Creek substation), with property rights obtained without contest from the owner of the single parcel on which the substation will be located and a second single parcel traversed by the line. Ameren Missouri further represents that there are no habitable structures within 300' of the centerline of the transmission

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<sup>5</sup> EFIS Item No. 36.

asset. Ameren Missouri represents that it will retain functional control of the transmission asset and that the transmission asset will not be placed under functional control of MISO or any other RTO. Based on those representations, Staff recommends that the Commission's order granting Ameren Missouri's request for a CCN in this case include authority to own, operate, control, and maintain the transmission asset as described in the Ameren Missouri application. However, in the event the transmission asset or its operation is modified such that any of such representations are no longer true, Ameren Missouri agrees to make a filing with the Commission notifying it of any such modification. In the event those modifications include any addition of infrastructure which would require a CCN under the applicable Missouri law in place at that time, Ameren Missouri agrees it is required pursuant to 20 CSR 4240-20.045 or appropriate regulation in place at that time to seek an appropriate CCN. In the event Ameren Missouri seeks to transfer functional control of the transmission asset to MISO or any other entity, it will file an appropriate application.

h. Ameren Missouri shall use sound engineering judgement and commercially reasonable efforts to meet the IEEE Standard P2800<sup>TM</sup> for the Project and future transmission interconnected solar projects.

i. So long as a secondary market exists for selling RECs, Ameren Missouri shall sell available RECs generated from Renewable Energy Standard assets that are in excess of the Missouri RES requirements or any other future federally mandated compliance standard prior to expiration. The revenues of

such sales shall be returned to ratepayers. This condition is not intended to prevent the Company from banking RECs for future RES compliance as allowed by the Missouri RES and Commission rule.

j. Ameren Missouri shall notify the Commission and provide an updated economic analysis if the transmission network upgrade costs exceed those outlined in the Generator Interconnection Agreement by more than 15%.

### **GENERAL PROVISIONS OF AGREEMENT**

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

9. This Agreement is a negotiated settlement. Except as specified herein, the Signatories to this Agreement shall not be prejudiced, bound by, or in any way affected by the terms of this Agreement: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Agreement, or in any way condition its approval of same. This Agreement has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission has questions for the Signatories' witnesses or Signatories, the Signatories will make available, at any on-the-record session, their witnesses (if any) and attorneys on the issues resolved by this Stipulation, so long as all Signatories have had adequate notice of that session. The Signatories agree to cooperate in presenting this Stipulation to the Commission for approval, and

will take no action, direct or indirect, in opposition to the request for approval of this Stipulation.

10. If the Commission does not approve this Agreement unconditionally and without modification, then this Agreement shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

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

12. If the Commission does not approve this Agreement without condition or modification, and notwithstanding the provision herein that it shall become void, (a) neither this Agreement nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, and (b) the Signatories shall retain all procedural and due process rights as fully as though this Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Agreement shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

13. If the Commission accepts the specific terms of this Agreement without condition or modification, only as to the settled issues in these cases explicitly set forth above, the Signatories each waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to the reading of the transcript by the

Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §536.500, and their respective rights to judicial review pursuant to §386.510. This waiver applies only to a Commission order approving this Agreement without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Agreement.

14. This Agreement embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein and may be modified by the Signatories only by a written amendment executed by all of the Signatories.

15. Contingent upon Commission approval of this Stipulation without modification, the Signatories hereby stipulate to the admission into the evidentiary record of Ameren Missouri's testimony, with the exception of witness Mitchell Lansford's testimony, and Staff's Report and Recommendation.

**WHEREFORE**, the Signatories request the Missouri Public Service Commission issue an order approving the terms and conditions of this Stipulation and Agreement and granting the permission and authority set forth herein, on and subject to the conditions set forth herein.

Respectfully submitted,

*/s/ James B. Lowery*

**James B. Lowery**, MO Bar #40503

JBL Law, LLC

3406 Whitney Ct.

Columbia, MO 65203

Telephone: (573) 476-0050

lowery@jblawllc.com

**Wendy K. Tatro**, MO Bar #60261

Director and Assistant General Counsel

Ameren Missouri

P.O. Box 66149

St. Louis, MO 63166-6149



(314) 554-3484 (phone)  
(314) 554-4014 (fax)  
AmerenMOService@ameren.com

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

**/s/ Paul T. Graham**

Senior Counsel Missouri Bar No. 30416  
Attorney for the Staff of the Missouri  
Public Service Commission  
P. O. Box 360 Jefferson City, MO  
65102  
(573) 522-8459 (Telephone)  
(573) 751-9285 (Fax)  
[Paul.graham@psc.mo](mailto:Paul.graham@psc.mo).

**ATTORNEY FOR THE STAFF OF  
THE COMMISSION**

**/s/ Alissa Greenwald**

Alissa Greenwald, Mo. Bar No. 73727  
P. O. Box 413071  
Kansas City, MO 64141  
T: (913) 302-5567  
[alissa@renewmo.org](mailto:alissa@renewmo.org)

**/s/ Andrew Linhares,**

Mo. Bar No. 63973  
3115 Grand Blvd., Suite 600  
St. Louis, MO 63118  
T: (314) 471-9973  
[Andrew@renewmo.org](mailto:Andrew@renewmo.org)

**ATTORNEYS FOR RENEW  
MISSOURI**

## **CERTIFICATE OF SERVICE**

The undersigned certifies that true and correct copies of the foregoing was served on counsel for all parties of record in this case on via electronic mail (e-mail) on this 4th day of January, 2023.

**/s/ James B. Lowery**

James B. Lowery