

**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-2019-0021
Necessity Authorizing it to Construct a Wind Generation)	
Facility.)	

SUBMITTAL OF SIGNED AGREEMENTS

COMES NOW Union Electric Company, d/b/a Ameren Missouri ("Ameren Missouri" or the "Company") and for its submittal states as follows:

1. Certain signatories filed, and the Commission approved, a *Third Stipulation and Agreement* in this docket resolving this case. Attached to that *Third Stipulation* were final but unsigned agreements with intervenors Atchison and DeKalb Counties (Exhibits A and B, respectively).

2. Those agreements have now been fully executed. As indicated in footnote 2 of the *Third Stipulation*, the Company is now submitting those signed agreements to complete the case file in this matter.

WHEREFORE, the Company submits the signed agreements.

Respectfully submitted,

/s/ James B. Lowery

James B. Lowery, Mo. Bar #40503

SMITH LEWIS, LLP

P.O. Box 918

Columbia, MO 65205-0918

Telephone: (573) 443-3141

Facsimile: (573) 442-6686

E-Mail: lowery@smithlewis.com

Wendy K. Tatro, Mo. Bar #60261

Director and Assistant General Counsel

Ameren Missouri

1901 Chouteau Avenue

St. Louis, MO 63103

Telephone: (314) 554-3484

Facsimile: (314) 554-4014

E-Mail: AmerenMOService@ameren.com

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

CERTIFICATE OF SERVICE

The undersigned certifies that true and correct copies of the foregoing have been e-mailed or mailed, via first-class United States Mail, postage pre-paid, to counsel of record this 11th day of March, 2019.

/s/ James B. Lowery
James B. Lowery

SETTLEMENT AND SERVICES AGREEMENT

This Settlement and Services Agreement (“Agreement”) is entered to this __ day of February, 2019, and is by and between Union Electric Company d/b/a Ameren Missouri (the “Company”) and Atchison County, Missouri (the “County”).

Recitals

WHEREAS, the Company filed Missouri Public Service Commission (“Commission”) Case No. EA-2019-0021 seeking a certificate of convenience and necessity under Section 393.170.1, RSMo. and the authority to merge Brickyard Hills Project, LLC (“Brickyard Hills”) into the Company (collectively, the “CCN Request”); and

WHEREAS, the CCN Request relates to an approximately 157 megawatt wind generation facility (the “Facility”) being developed in the unincorporated area of the County, which would be acquired by the Company upon its acquisition of 100% of the ownership interests in Brickyard Hills and the merger of Brickyard Hills into the Company, all as provided for in a Build Transfer Agreement between the current owner of Brickyard Hills and the Company dated October 5, 2018 (the “BTA”); and

WHEREAS, the County is a party to Case No. EA-2019-0021; and

WHEREAS, the County took a position in opposition to the Company’s CCN Request; and

WHEREAS, Brickyard Hills has entered into certain agreements with the County for the construction, operation, and maintenance of the Facility; and

WHEREAS, the County has disputed whether those agreements can be assigned to, or otherwise assumed by, the Company, and has disputed the sufficiency of whether those agreements would allow the Company to operate and maintain the Facility if the Company obtains ownership of the Facility pursuant to the terms of the BTA; and

WHEREAS, certain services are needed in order to safely and reliably operate and maintain the Facility, some of which the County is willing and able to provide; and

WHEREAS, the Company and the County have agreed upon the terms and conditions set forth in this Agreement that resolve the County’s opposition to the CCN Request, any disputes regarding whether the above-referenced agreements can be assigned to, or assumed by, the Company, and whether such agreements are sufficient for the Facility’s construction, operation, or maintenance, and

WHEREAS, the parties make no admissions as to the facts or conclusions of law raised by either party in Case No. EA-2019-0021; and

WHEREAS, the County and the Company have agreed on certain services to be provided by the County in exchange for compensation paid by the Company for those services.

NOW THEREFORE, for and in consideration of the agreements reflected herein, the Company and the County agree as follows:

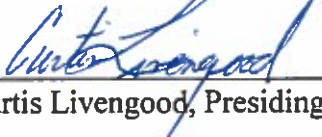
1. Recitals. The Recitals set forth above are incorporated herein by this reference.
2. Support of the CCN Request. The County will withdraw its opposition to the CCN Request and support approval of the CCN Request by the Commission, subject only to the conditions set forth in the Second Stipulation and Agreement previously filed in Commission Case No. EA-2019-0021 on February 11, 2019.
3. Services. Commencing with the completion of the merger of Brickyard Hills into the Company (the "Merger Date") and during each year of the Facility's commercial operation, the County will provide the following services to Ameren Missouri in support of Ameren Missouri's safe and reliable operation and maintenance of the Facility:
 - a. Necessary labor, equipment, and materials, at the County's expense, to maintain and repair on a priority basis the County's roads that lead to the Facility's turbines, operations and maintenance building, substation, and transmission line structures and, if such roads and/or bridges are damaged by Ameren Missouri or by its agents and contractors due to heavy equipment operation above the roads' weight limit, the County shall also, at its expense, provide labor and equipment necessary to repair such damage with Ameren Missouri to provide the materials needed to effect any such repairs at Company's expense. Notwithstanding the foregoing, the Company shall not without a necessary permit operate or allow its agents or contractors to operate equipment above the posted weight limits on any bridge on a County road, provided, that damage to a bridge on a County road caused by the Company's or its agents' or contractors' operation of equipment on such bridge in excess of posted weight limits for the bridge shall be repaired completely at the Company's expense. The Road Use and Maintenance Agreement dated July 10, 2018 between the County and Brickyard Hills will be amended after the Merger Date occurs as necessary to reflect the provisions of this subparagraph 3.a. and the Brickyard Hills agreement shall remain in force and effect as to the Company after the Merger Date occurs until the parties amend it;
 - b. Priority snow removal (including de-icing application as needed) at the County's expense of County roads that lead to the Facility's turbines, operations and maintenance building, substation, and transmission line structures in coordination with the Company when a weather event requiring such removal occurs. It is agreed that priority snow removal will apply to the roads leading to the operations and maintenance building and the substation for all such weather events, and to such turbines or transmission line structures as may require attention as identified by Ameren Missouri;
 - c. All required permits no later than two (2) business days' notice from the Company to permit the Company or its agents or contractors to use equipment that exceeds the

- posted weight limit on any County road and/or bridge to operate, maintain, or service the Facility;
- d. Security and monitoring services by County law enforcement personnel for each turbine, the substation, and the operations and maintenance building daily;
 - e. Emergency and safety dispatch as needed;
 - f. Installation and maintenance of emergency 911-signs to facilitate safety awareness; and;
 - g. Fire safety, ambulance, and EMT training and response using the respective District-based providers' equipment as reasonably necessary to promptly respond to fires or other emergencies at the substation, operations and maintenance building, at any turbine, or along the transmission line connecting the Facility to the regional transmission grid.
4. Full Resolution of Disputes Regarding County Permission Needed for Construction, Operation, and Maintenance. The County acknowledges and agrees (a) that it has validly given its assent for Brickyard Hills to lay and maintain facilities on, over, or under public roads or highways in the County for the construction, operation, and maintenance of the Facility pursuant to the Right-of-Way Easement Agreement between the County and Brickyard Hills dated July 10, 2018, which is recorded in Book 248 at Page 568 in the Office of the County Recorder and is also re-recorded in Book 248 at Page 682 in said Office, including an associated Affidavit recorded in Book 248 at Page 705 in said Office; (b) that the assent referred to in subparagraph (a) of this paragraph 4 is all the permission required from the County for the construction, operation, and maintenance of the Facility, under Section 229.100, RSMo, or otherwise; (c) that upon the merger of Brickyard Hills into the Company, the assent given by the County to Brickyard Hills, together with the rights under the above-referenced Right-of-Way Easement Agreement, will inure to the Company without the necessity of any further action by the County, Brickyard Hills, or the Company (the Company acknowledging that from and after such merger it will assume Brickyard Hill's obligations thereunder); and (d) that it will cooperate in defending the validity of the permissions it has given for the construction, operation, and maintenance of the Facility if the same was challenged by another person or entity.
5. Annual Payment. In consideration of the services to be provided by the County under paragraph 3 and the County's other agreements herein, the Company will make an annual payment to the County starting on December 31 of the first calendar year following the Merger Date, consisting of an initial annual payment of Three Hundred Thousand Dollars (\$300,000) and subsequent annual payments also due on December 31 of each succeeding year in an amount equal to one hundred and two percent (102%) of the prior year's payment. Such annual payments shall be due and payable for so long as the Facility remains in commercial operation.

6. Legislation. In further consideration of the County's agreements hereunder, the Company will support the passage of legislation by the 100th and 101st Missouri General Assembly applicable solely to wind generation facilities owned by Commission-regulated utilities that go into service after the effective date of the legislation's enactment so that such wind generation facilities are locally assessed such that all the property taxes generated by such facilities are payable to the taxing authorities in the county where the facility is located. Notwithstanding anything to the contrary contained in this Agreement, the County's obligations under paragraph 3 and the Company's obligations under paragraph 5 shall become void concurrently with the effective date of legislation as described in this paragraph 6. If those obligations become void under immediately preceding sentence, the Company and the County will negotiate in good faith to reach agreement on the terms and conditions for services to be provided by the County.
7. Wind Technician Training Program. The Company and the local school districts and the County through the Atchison County Development Corporation will collaborate on developing a wind technician training program to be offered by a local college or other educational institution located in the County as a part of this agreement associated with the school districts in the County for their respective withdrawal of opposition to the CCN application.
8. Contingent Effectiveness of Certain Obligations. The agreements reflected in paragraphs 3, 5, and 7 of this Agreement shall not become effective until the effective date of a Commission order approving a stipulation and agreement among all the parties to Commission Case No. EA-2019-0021 that approves the CCN Request on the terms and conditions set forth in the Third Stipulation and Agreement to which this Agreement is attached.
9. Governing Law; Damages. This Agreement shall be governed by the laws of the State of Missouri without regard to its principles respecting conflicts of law. In no event will any party be liable for consequential, punitive, special, or exemplary damages arising from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the day and year first written above.


**ATCHISON COUNTY MISSOURI
COUNTY COMMISSION**

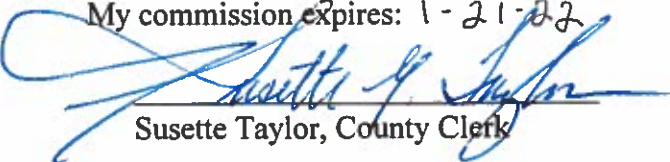
By: 
Curtis Livengood, Presiding Commissioner

STATE OF MISSOURI)
) ss.
COUNTY OF ATCHISON)

On this 22 day of February, 2019, before me personally appeared Curtis Livengood, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of Atchison County, Missouri pursuant to the approval of the Atchison County Commission as his free act and deed.

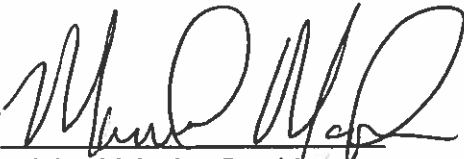
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Rock Port, Missouri, the day and year first above written.


Notary Public
Printed Name: Catherine J. Roup

My commission expires: 1-21-22

Susette Taylor, County Clerk

CATHERINE J. ROUP
Notary Public - Notary Seal
State of Missouri
Commissioned for Atchison County
My Commission Expires: January 21, 2022
Commission Number: 18950827

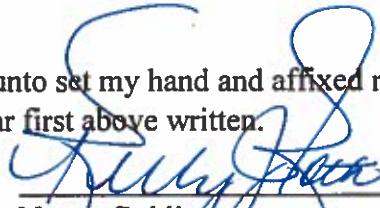
UNION ELECTRIC COMPANY
d/b/a AMEREN MISSOURI

By: 
Michael Moehn, President

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On this 5th day of March, 2019, before me personally appeared Michael Moehn, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of Union Electric Company as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in St. Louis, Missouri, the day and year first above written.


Notary Public
Printed Name: Kelly J. Roth

My commission expires:



SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered to this ___ day of February, 2019, and is by and between Union Electric Company d/b/a Ameren Missouri (the "Company") and DeKalb County, Missouri (the "County").

Recitals

WHEREAS, the Company filed Missouri Public Service Commission ("Commission") Case No. EA-2019-0021 seeking a certificate of convenience and necessity under Section 393.170.1, RSMo and the authority to merge Brickyard Hills Project, LLC ("Brickyard Hills") into the Company (collectively, the "CCN Request"); and

WHEREAS, the CCN Request relates to an approximately 157 megawatt wind generation facility (the "Facility") being developed in the unincorporated area of Atchison County, which would be acquired by the Company upon its acquisition of 100% of the ownership interests in Brickyard Hills and the merger of Brickyard Hills into the Company, all as provided for in a Build Transfer Agreement between the current owner of Brickyard Hills and the Company dated October 5, 2018 (the "BTA"); and

WHEREAS, the County is an intervenor in Case No. EA-2019-0021; and

WHEREAS, the County took a position in opposition to the Company's CCN Request; and

WHEREAS, the Company and the County have agreed upon the terms and conditions set forth in this Agreement that resolve the County's opposition to the CCN Request, and

WHEREAS, the parties make no admissions as to the facts or conclusions of law raised by either party in Case No. EA-2019-0021 and any decisions or orders will have no precedent in any matters arising between the Company and the County; and

NOW THEREFORE, for and in consideration of the agreements reflected herein, the Company and the County agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by this reference.
2. Support of the CCN Request. The County will withdraw its opposition to the CCN Request.
3. No Precedent. The parties agree that any decision or order granted in the pending CCN in Atchison County shall have no binding effect on any matter that may arise in DeKalb County between the County and the Company.
4. Legislation. In further consideration of the County's agreements hereunder, the Company will support the passage of legislation by the 100th and 101st Missouri General Assembly applicable solely to wind generation facilities owned by Commission-regulated utilities so that such wind generation facilities are locally assessed and such that all the

property taxes generated by such facilities are payable to the taxing authorities in the county where the facility is located.

5. Governing Law; Damages. This Agreement shall be governed by the laws of the State of Missouri without regard to its principles respecting conflicts of law. In no event will any party be liable for consequential, punitive, special, or exemplary damages arising from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the day and year first written above.

**DEKALB COUNTY MISSOURI
COUNTY COMMISSION**

By: Kyle Carroll
Presiding Commissioner

STATE OF MISSOURI)
) ss.
COUNTY OF DEKALB)

On this 25th day of February, 2019, before me personally appeared Kyle Carroll to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of DeKalb County, Missouri pursuant to the approval of the DeKalb County Commission as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Maysville, Missouri, the day and year first above written.

My commission expires: June 6, 2020

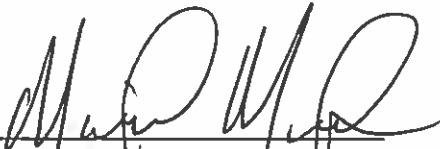
Melissa Meek
County Clerk

Melissa Meek
Notary Public
Printed Name: Melissa Meek



MELISSA MEEK
My Commission Expires
June 6, 2020
DeKalb County
Commission #12351639

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

By: 
Michael Moehn, President

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On this 5th day of March, 2019, before me personally appeared Michael Moehn, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of Union Electric Company as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in St. Louis, Missouri, the day and year first above written.


Notary Public

Printed Name: Kelly J. Roth

My commission expires:

KELLY J ROTH
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: May 12, 2022
Commission Number: 14440245