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 Construct a Wind Generation Facility.	)))))	File No. EA-2018-0202

THIRD 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"), Renew Missouri Advocates ("Renew Missouri"), the Missouri Industrial Energy Consumers ("MIEC"), the Missouri Department of Conservation ("MDC"), the Missouri Department of Economic Development – Division of Energy ("DE"), the Natural Resources Defense Council ("NRDC"), and the Office of the Public Counsel ("OPC") (collectively, the "Signatories") and submit this Stipulation and Agreement ("Agreement") and respectfully state as follows (the Sierra Club, the only other party to this case, has authorized the Signatories to indicate that it does not oppose this Agreement):

BACKGROUND

1. On May 21, 2018, Ameren Missouri filed its *Application*, which requested a Certificate of Convenience and Necessity ("CCN") and approval of a Renewable Energy Standard Rate Adjustment Mechanism ("RESRAM").

2. Renew Missouri, NRDC, MIEC, the Sierra Club, the Division of Energy, and MDC applied for, and were granted, intervention.

3. After several discussions, the Signatories have reached a Stipulation and Agreement ("Agreement"), as is set forth below. This Agreement supersedes the Stipulation and Agreement filed on September 27, 2018, which superseded the Stipulation and Agreement filed

on August 17, 2018.

AGREEMENTS AMONG THE SIGNATORIES

4. Ameren Missouri, Staff, Renew Missouri, MIEC, DE, the Sierra Club, the NRDC, and OPC agree that, with the conditions provided below, the Missouri Public Service Commission ("Commission") should grant Ameren Missouri's request for a CCN pursuant to Section 393.170.1 to construct and own a wind generation facility to be constructed in Schuyler and Adair Counties in Missouri, under the Build Transfer Agreement ("BTA") with TG High Prairie Holdings, LLC (the "Project") as set forth in the Company's *Application*. This authority includes permission to acquire any Non-Compliant wind turbine generators, as defined by and according to the terms of the BTA. The Signatories agree the costs of this Project are Renewable Energy Standard compliance costs so long as the facility is certified by the Division of Energy as a renewable energy resource under 4 CSR 340-8.010. MDC's principal interest in this case are the wildlife issues addressed in paragraph 10 of this Agreement. Therefore, it neither supports nor opposes the grant of the CCN.

5. Authority to Merge: The Signatories agree the Commission should grant Ameren Missouri authority to merge the special purpose entity TG High Prairie, LLC into Ameren Missouri with Ameren Missouri to be the surviving entity pursuant to § 393.190.1, as set forth in the Company's *Application*.

6. Plans and Specifications: 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 earlier of the first day of the first calendar quarter beginning after this Agreement is approved, or January 1, 2019. Ameren Missouri will file complete plans and specifications prior to commencement of construction.

7. Permits: Ameren Missouri shall include an update on all permits obtained as part of its quarterly progress reports.

8. Ameren Missouri must receive approval from the Federal Energy Regulatory Commission pursuant to § 203 of the Federal Power Act.

9. In-Service Criteria: In-service criteria must be agreed upon and filed with the Commission on or before December 31, 2018 that would satisfy the fully operational and used for service standard in § 393.135, RSMo, and the applicable Internal Revenue Service requirements to qualify for Production Tax Credits. The Company, the Staff, and any other Signatory desiring to have input on the in-service criteria will work together reasonably and in good faith to develop such in-service criteria by such date.

10. Wildlife: Appendix A attached hereto and incorporated herein by this reference reflects terms and conditions agreed upon by the Signatories relating to conservation issues raised in testimony in this case.

11. Depreciation: The Signatories agree that until such time as a different depreciation rate is approved by the Commission for wind facility investments recorded to FERC Account 344, the currently-approved depreciation rate of 6.81% shall be used. The Signatories further agree until such time as a different net salvage percentage is approved by the Commission, a net salvage percentage of -17% shall be used and tracked on the Company's books. The Signatories agree that the direct testimony of Ameren Missouri supports a life of the wind assets of 30 years. Prior to the in-service date for the Project, Ameren Missouri will provide a depreciation study potentially proposing a new depreciation rate for the wind facility investments recorded to FERC Account 344.

12. Prudence: The Signatories agree that they shall not challenge the prudence of the

decision to acquire the facility under the terms of the BTA, including Non-Compliant windturbine generators under the terms of the BTA, and to merge TG High Prairie, LLC into Ameren Missouri if the acquisition of the facility closes pursuant to the BTA. Nothing in this Stipulation limits the ability of any Signatory or other party from challenging the prudency of the design, construction costs, interconnection costs, and all other project related costs, including costs impacted by construction duration.

13. Production Tax Credits ("PTCs"): Ameren Missouri will provide the full grossed-up value of PTCs to customers through the RESRAM or in rates when earned (subject to normal billing lags), without any reduction and without a return on any deferred tax assets, regardless of Ameren Missouri's tax position (the "PTC Guarantee"). Notwithstanding the foregoing, this PTC Guarantee will not apply to the extent a change in law or a force majeure event results in a tax position for Ameren Missouri that prevents Ameren Missouri from utilizing the PTCs in the year earned. If the PTC Guarantee did not apply in a given year because of the immediately preceding sentence, the Company will provide to customers the grossed-up value of the PTCs that are earned in that year when and to the extent that those PTCs are actually utilized to reduce the Company's tax liability. For purposes of this agreement, a "force majeure event" is defined as an act of God such as an earthquake, tornado, or severe flood, or a war or act of terrorism.

14. By signing this Agreement, the Signatories agree that neither OPC nor MIEC is waiving their right, in any subsequent Company general rate proceeding, or other subsequent proceeding in which the rate design applicable to RES compliance costs is at issue, to present evidence and argument to the Commission that the rate design applicable to the RES compliance costs reflected in the revenue requirement upon which base rates are set should treat the RES

compliance costs associated with the wind generation facility as fixed costs, nor are OPC or MIEC waiving their right in any such proceeding to present evidence and argument that the rate to be charged/credited to customers under the RESRAM should be determined as a percentage of customer bills instead of as a uniform amount per kilowatt-hour for all customers.

15. By signing this Agreement, the Signatories agree that OPC has not conceded OPC's argument that the 15% of the return and depreciation that is not deferred to a regulatory asset under Section 393.1400 cannot be included in the Company's RESRAM. Consequently, if the Commission disagrees with OPC's argument, all Signatories agree that the Commission should approve a RESRAM on the terms reflected in the tariff sheets attached hereto as Appendix B. If, however, the Commission were to agree with OPC's argument, all Signatories agree that the Commission should approve a RESRAM on the terms reflected in the tariff sheets attached hereto as Appendix C. The Signatories agree to resolve this issued based upon the pre-filed testimony and after an up-to one day evidentiary hearing and post-hearing briefing. The Signatories further agree that the Commission should approve this Agreement and issue the CCN prior to resolving the issue that is the subject of this ¶ 15.

16. Variances: The Signatories agree the Commission should grant Ameren Missouri the limited variances listed as follows:

> A. **4 CSR 240-20.100(6)13:** "An electric utility that has implemented a RESRAM shall file revised RESRAM rate schedules to reset the RESRAM charge to zero (0) when new base rates and charges become effective following a commission report and order establishing customer rates in a general rate proceeding that incorporates RES compliance costs or benefits previously reflected in a RESRAM in the utility's base rates. If an over- or under-recovery of RESRAM revenues or over- or under-pass-through of RESRAM benefits exists after the RESRAM charge has been reset to zero (0), that amount of over- or under-recovery, or over- or under-pass-though, shall be tracked in an account and considered in the next RESRAM filing of the electric utility."

Variance: *The Signatories recommend the Commission grant a variance to allow the RESRAM rate to be adjusted upon conclusion of a rate case to remove the RES Revenue Requirement that is being moved to base rates from the RESRAM rate, but the RESRAM rate continues to reflect recovery/return of any existing over/under (1) recovery balance, (2) True-up, or (3) Ordered Adjustment.*

B. **4 CSR 240-20.100(6)(A)10:** "The RESRAM charge will be calculated as a percentage of the customer's energy charge for the applicable billing period."

Variance: *The Signatories recommend the Commission grant a variance to allow the RESRAM rate to be billed customers as a flat rate per kWh of energy consumed.*

C. **CSR 240-20.100(6)(C):** "RESRAM for equal to or greater than two percent (2%) actual increase in utility revenue requirements. The commission shall have no less than thirty days . . . to hold a hearing and issue a report and order approving the electric utility's rate schedules . . .."

Variance: *The Signatories recommend the Commission grant a variance to allow a RESRAM rate change of 2% or more to take effect 120 days after its filing if the Commission has not yet resolved a dispute about the rate change on an interim, subject to refund basis, in the same manner provided for by the Commission's fuel adjustment clause ("FAC") rules. See 4 CSR 240-20.090(4) (Which provides that if the Commission has not issued an order approving an FAC rate adjustment, the adjustment takes effect as an interim rate, as follows: "the commission shall either issue an interim rate adjustment order approving the tariff schedules and the FAC rate adjustments within sixty (60) days of the electric utility's filing or, if no such order is issued, the tariff schedules and the FAC rate adjustments shall take effect sixty (60) days after the tariff schedules were filed."). Without such a variance, it will be difficult if not impossible to calculate a RESRAM rate that accurately recovers the costs (or returns the benefits) that are appropriate under the RESRAM because such a calculation must be predicated on knowing (a) when the rate adjustment will occur, and (b) how long that RESRAM rate will be in effect. As a result, it is appropriate to allow the RESRAM rate to go into effect within 120 days in all circumstances in order to ensure the RESRAM rate in each RESRAM rate filing can be developed accurately. If, after resolution of any dispute about the RESRAM rate the Commission determines that the rate was incorrect, an adjustment can be made via the "Ordered Adjustment" factor in the RESRAM tariff sheets, with*

interest.

D. 4 CSR 240-20.100(6): "In all RESRAM applications, the increase in utility revenue requirements shall be calculated as the amount of additional RES compliance costs incurred since the electric utility's last RESRAM application or general rate proceeding, net of any reduction in RES compliance costs . . . and any new RES compliance benefits."

Variance: *The Signatories recommend the Commission grant a variance to allow the market value at generation node/meter of the energy generated and associated capacity sold from a renewable resource (a RES compliance benefit) to be included in the determination of base and actual net energy costs in the Company's fuel adjustment clause instead of in the RESRAM.*

17. RESRAM: The Signatories agree that Ameren Missouri's request for a RESRAM should be granted subject to the conditions contained in this Agreement. With respect to the RESRAM:

A. The Signatories agree that costs currently included under its Renewable Energy Standard ("RES") tracker and the existing solar rebate tracker will continue to be tracked pursuant to the mechanisms already authorized for those specific costs. Also excluded from the RESRAM are all current and future costs associated with existing renewable generation facilities, Renewable Energy Credits ("RECs") from existing renewable purchase power agreements and any RECs purchased prior to the effective date of the Commission order approving this Agreement. This results in a starting base factor of $0.00 for the RESRAM tariff. All new RES compliance costs and benefits, as defined in the RESRAM tariff, including REC purchases made after the effective date of an order approving this Agreement and the solar rebates authorized under Section 393.1670 RSMo (effective August 28, 2018), will flow through the RESRAM.

B. RESRAM Accounting: In order to ensure RESRAM costs are tracked appropriately and that double recovery is avoided, Ameren Missouri agrees to meet with

members of Staff's Auditing group and to give OPC reasonable advance notice of such a meeting (s) such that OPC has a reasonable opportunity to attend while developing the accounting process to implement the RESRAM. Ameren Missouri anticipates this process will begin in October of 2018.

C. Rate of Return for RESRAM: If the dispute referenced in ¶ 15 of this Agreement is resolved against OPC's position such that the exemplar tariff sheets attached hereto as Appendix B are adopted as the RESRAM, the initial capital structure ratios for purposes of the RESRAM shall utilize the percent of common equity and long-term debt reflected in the last Commission-approved capital structure for the Company.[1] Thereafter, the capital structure ratios for purposes of the RESRAM will be those approved by the Commission in subsequent general rate proceedings. The return on common equity applied to the common equity ratio shall be based on the Commission's most recent allowed return on equity for the Company. The return applied to the long-term debt ratio shall be based on Ameren Missouri's embedded cost of long-term debt as of the most recent fiscal quarter before each RESRAM filing with the Commission.

D. RESRAM Benefits to Account for 5% Fuel Adjustment Sharing: The Signatories agree that for any new RES compliance generation with a nameplate capacity greater than 10 megawatts that comes online, that 5% of the market value at generation node/meter of the energy generated and associated capacity sold be credited to the RESRAM until the market benefits from the generation are included in net base energy costs in a general rate proceeding.

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[1] The Commission last approved a capital structure for the Company in File No. ER-2014-0258.

GENERAL PROVISIONS OF AGREEMENT

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Contingent upon Commission approval of this Stipulation without modification, the Signatories hereby stipulate to the admission into the evidentiary record of the testimony of their witnesses.

WHEREFORE, the Signatories request the Missouri Public Service Commission (a) issue an order approving the terms and conditions of this Stipulation and Agreement, including (in the case of all Signatories except MDC, which neither supports nor opposes issuance of the CCN) issuing a CCN subject to the terms hereof in its approval order and that is not dependent on resolving the issue that is the subject of ¶ 15, and (b) scheduling a one-day evidentiary hearing, which the Signatories suggest could be held on one of the originally-scheduled hearing dates between October 31, 2018 to November 2, 2018, and thereafter issuing its order approving the RESRAM tariff sheets in the form of Appendix B or Appendix C hereto, depending on the Commission's resolution of the issue that is the subject of ¶ 15.

Respectfully submitted,

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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 12th day of October, 2018.

/s/ James B. Lowery
James B. Lowery

APPENDIX A TO THIRD STIPULATION AND AGREEMENT
FILE NO. EA-2019-0202

The Company[1] agrees to the imposition of conditions on the CCN as reflected in Items 1-7 and 9-13 below. In consideration of the Company's agreement, MDC agrees to the terms of Item 8 below.

1. The Company will not clear known active or inactive eagle nest trees.

2. The Company will not clear known bat maternity trees.

3. In order to afford MDC the opportunity to audit post-construction monitoring requirements of an Eagle Take Permit or Incidental Take Permit for bats, MDC will be allowed for the first six years of the facility's operation (upon completion of the Company's standard requirements for third parties to access Company property) to accompany Company or contracted monitoring personnel for two up to three-day sampling events per season (Spring to Fall) when those personnel conduct post-construction monitoring for bats and for an additional two up to three-day sampling events per calendar year when those personnel conduct post-construction monitoring for eagles.

4. The Company will use its best efforts to obtain an Eagle Take Permit (pursuant to an approved Eagle Conservation Plan (ECP) from the United States Fish and Wildlife Service (USFWS)).

5. The Company will use its best efforts to obtain an Incidental Take Permit (ITP) covering the Indiana bat, the northern long eared bat, the little brown bat, and the tricolored bat (pursuant to an approved Habitat Conservation Plan (HCP) from the USFWS).

6. For purposes of Items 4 and 5, "best efforts" means diligent pursuit of each permit but not an absolute obligation to obtain the same if the terms required by USFWS are such that operation without one or both the permits would be in the interest of the Company's customers.

7. The Company's post-construction monitoring of state species of conservation concern (now listed or added pursuant to MDC's approval process during the post-constructing monitoring period under the ITP) will be the same as its monitoring of the four species of bats covered by the HCP, with results reported directly to MDC in an excel format (MDC's bat reporting form or USFWS Region 3's Indiana bat reporting form), at least annually, in accordance with MDC's Wildlife Collector Permit process. Copies of reports sent to USFWS and MDC under an HCP and ECP and reporting under this Item shall be submitted as business confidential information. MDC may include information from such submittals in MDC's Natural Heritage Database. Any data provided to MDC pursuant to this Item which is requested by third parties, except the USFWS, pursuant to a data sharing request will be provided as follows: a) using at least a 2.5-mile radius polygon that contains the sites at which bats were present, and b) eagle nest locations are buffered (at least 1.0-mile).

[1] References to the Company during that period of time prior to the Company taking ownership of the facility shall be deemed to be references to Terra-Gen.

8. No citations for violation of Chapter 252, RSMo or related state regulations (collectively, the "Wildlife Code") shall be issued by MDC or at MDC's suggestion for the incidental take of species at the facility authorized by a federal permit, reported on as part of the monitoring described in Item 7, or discovered as part of the research project described in Item 9.

9. Prior to commencement of operations at 6.9 meters/second or higher during the active bat season at night when temperatures are 50 degrees Fahrenheit or above, the Company will in good faith work with MDC toward the goal of reaching agreement on a research plan involving post-construction monitoring for a limited time period (between one and three years) and with appropriate confidentiality protections, to be conducted at the Company's expense for research purposes as a part of a collaboration between the Company and MDC relating to conservation issues with wind facilities, with such research plan to be implemented if an Incidental Take Permit for bats is not obtained and/or the Company operates the Project during the active season at a cut-in speed of 6.9 meters/second or higher.

10. Ameren Missouri will provide reasonable advanced notice to MDC of all scheduled meetings and conference calls (related to the Project) with the USFWS.

11. Ameren Missouri will provide MDC a copy of all documents and/or reports related to the Project that it provides to the USFWS at the same time as they are provided to the USFWS.

12. Ameren Missouri agrees to notify and consult with MDC regarding potential sites for future utility-scale wind generation facilities sited in Missouri (a) for which Ameren Missouri is serving as the project developer, and (b) that are not already under development.

13. In future Requests for Proposals issued by the Company for utility-scale wind generation facilities sited in Missouri, the Company will ask respondents if they have had any conversations with MDC about the site under consideration.

RIDER RESRAM

RENEWABLE ENERGY STANDARD RATE ADJUSTMENT MECHANISM

APPLICABILITY

This rider is applicable to all kilowatt-hours (kWh) of energy supplied to all customers served under all of the Company's Service Classifications.

Charges or credits passed through this rider reflect Missouri Renewable Energy Standard (section 393.1030 *et. seq.*, RSMo.) ("RES") Compliance Costs, which consist of prudently incurred costs, both capital and expense, directly related to RES compliance which are not reflected in a regulatory asset arising under Section 393.1400.2, RSMo., and also reflect the pass-through of benefits received as a result of RES compliance to the extent those benefits are not passed through to customers in the Fuel Adjustment Rate under Rider FAC ("RESRAM Benefits"). RES Compliance Costs shall include solar rebates paid under Section 393.1670. The RES costs and benefits subject to inclusion in this rider are costs incurred related to new RES investments placed into service or RES compliance activities initiated on or after the effective date of Mo. P.S.C. Schedule No. 6 Original Sheet No. 93.

The revised RESRAM Rate effective on the date of the rate schedules published as a result of a general rate proceeding shall reset the RESRAM Rate so that it excludes factor RRR, as defined below, except for any portion of RES Compliance Costs or RESRAM Benefits reflected in factor RRR that were not included in the revenue requirement established in that general rate proceeding.

RIDER RESRAM

RENEWABLE ENERGY STANDARD RATE ADJUSTMENT MECHANISM (Cont'd.)

The following items 1 to 3 apply to revised RESRAM rate schedules to adjust the RESRAM Rate other than when the RESRAM Rate is reset upon the effective date of rate schedules published as a result of a general rate proceeding or as a result of an offset adjustment being ordered:

1. **Accumulation Period (AP):** the historical calendar months during which RES Compliance Costs and RESRAM Benefits are incurred or received and for which over- or under-recoveries of those costs/benefits (factor ROUR, defined below) are calculated and accumulated through the ROUR. The initial AP under this rider shall begin on the first day of the first month that begins on or after the date this rider becomes effective and shall end on July 31, 2019. Each subsequent AP shall begin on August 1st, and shall end on July 31st of the following year.

2. **Recovery Period (RP):** the billing months during which the over-/under-recoveries (factor ROUR) of RES Compliance Costs and RESRAM Benefits from the immediately preceding AP shall be reflected in the RESRAM Rate, along with the actual RES Revenue Requirement (factor RRR, defined below), True-Up Amount (factor T, defined below), and the Ordered Adjustment (factor OA, defined below) for that RP. Each RP shall begin on the first day of the billing month of February following each AP, and shall be in effect for one year until the next RP begins.

3. **RESRAM Rate Adjustment Filings:** The Company shall adjust its RESRAM Rate by filing a revised RESRAM Rate Schedule (1) no later than 60 days after the end of each AP to take effect concurrently with the beginning of the February billing month, (2) concurrent with rate schedules effectuating a general rate proceeding as applicable to reset the RESRAM Rate and to update Base Amount unless otherwise ordered, and (3) in compliance with any Commission order as applicable to incorporate an Required Offset Amount ("ROA") as the result of a Commission order.

RIDER RESRAM

RENEWABLE ENERGY STANDARD RATE ADJUSTMENT MECHANISM (Cont'd.)

RESRAM RATE DETERMINATION

Application of the RESRAM Rate, net of benefits received from RES compliance other than the RESRAM Benefits, shall not generate an annual amount of revenue that exceeds the one percent (1%) retail rate impact limitation as provided in the RES and 4 CSR 240-20.100(5), and any applicable successor Commission Rule. Any amounts otherwise recoverable under this rider but for the retail rate impact limitation shall be deferred to a regulatory asset, at a carrying cost each month equal to the Company's monthly Short-Term Borrowing Rate to be recovered in a subsequent RP or reflected in the revenue requirement established in the Company's next general rate proceeding, if not already fully recovered.

For each RESRAM Rate adjustment filing, the RESRAM Rate is calculated as:

$$\text{RESRAM Rate} = TRR_{RATE} + ROA$$

Where:

TRR_{RATE} = The minimum: of the rate determined by dividing TRR by S_{RP}, and the rate reflected in RAC

TRR = Total RESRAM Recoveries

$$TRR = ROUR + RRR + T + OA$$

S_{RP} = Estimated recovery period sales in kWh.

RAC = Rate Adjustment Cap.

ROA = Required Offset Amount

$$ROA = DA / DPE$$

DA = Disallowance Amount - an amount ordered by the Commission to be disallowed during a subsequent general rate proceeding or prudence review under this rider that was previously reflected in a RESRAM rate.

RIDER RESRAM

RENEWABLE ENERGY STANDARD RATE ADJUSTMENT MECHANISM (Cont'd.)

DPE = Disallowance Period Energy - the energy projected to be sold in the six (6) months beginning with the first billing month following the promulgation of a RESRAM Rate that includes a DA.

ROUR = RES Over/Under Recovery

ROUR = ARC - RCR + I

ARC = Actual RES Costs

The actual RES Compliance Costs and RESRAM Benefits incurred or received during the recently completed AP, including monthly adjustments to rate base included in the MBAs and the RBAs for accumulated depreciation and accumulated deferred income taxes.

RCR = RES Costs Recovered

The RES Compliance Costs and RESRAM Benefits reflected in the RBA and the sum of the applicable MBA for the AP.

I = Interest applicable to the following:

(i) the difference between RCR and ARC for each month of each AP;
(ii) Ordered Adjustments ("OA"), if any;
(iii) adjustments due to a required offset amount ("ROA");
(iv) all under- or over-recovery balances created through operation of this RESRAM, as determined in the true-up filings ("T") provided for herein.

Interest shall be calculated monthly at the Short-Term Borrowing Rate, applied to the month-end balance of items (i) through (iv) in the preceding sentence.

RRR = RESRAM Revenue Requirement: An amount equal to the revenue requirement associated with all RES Compliance Costs net of RESRAM Benefits that are not reflected in the revenue requirement that was established in the Company’s last general rate proceeding. The RRR shall consist of (1) the capital costs associated with investments in renewable energy resources used to comply with the RES that have been placed into service on the Company's books as of the end of each AP, except the 85% of the return and depreciation on such investments which is reflected in a mechanism authorized under Section 393.1400; and (2)the non-capital RES Compliance Costs and RESRAM Benefits reflected on the Company's books during that AP except to the extent those costs and benefits are addressed under the company’s Rider FAC, on an annualized basis for the first AP which may be less than twelve months in length, or if the asset to which the costs and benefits relate was only in service for a portion of the AP. Notwithstanding the previous sentence, if a wind generation asset used for RES compliance ceases to earn Production Tax Credits during an AP, an adjustment necessary to offset the annual impact of those Production Tax Credits as reflected in rates established in a general rate proceeding shall be included.

T = True-Up Amount: An amount calculated at the end of each AP reflecting the difference between (1) the revenues billed for the first 6 months of the then-effective RP and projected to be billed for the second 6 months of the RP and (2) the revenues authorized for collection through this rider during the first 6 months of the then-effective RP and projected to be collected during the second 6 months of the RP, excluding amounts of authorized and actual revenues associated with factor RRR, resulting from the difference in forecasted RP total kWh usage, and actual total kWh usage from the RP. Forecasted amounts shall be trued-up with actual amounts in the next applicable calculation.

OA = Ordered Adjustment: The amount of any adjustment to the TRR ordered by the Commission not reflected as an ROA.

MBA = Monthly Base Amount: Is one-twelfth of the Base Amount. The Base Amount is the revenue requirement associated with RES Compliance Costs and RESRAM Benefits reflected in the revenue requirement established in the applicable general rate proceedings. At the conclusion of each general rate proceeding, unless otherwise ordered, the Base Amount shall be published on a replacement sheet for Sheet 93.6.

RIDER RESRAM

RENEWABLE ENERGY STANDARD RATE ADJUSTMENT MECHANISM (Cont'd.)

RBA = RESRAM Base Amount: is the sum of the monthly RESRAM Revenue Requirements (which is one-twelfth of the applicable factor RRR) for each month in the AP. Each month's RESRAM Revenue Requirement is associated with the amount reflected in RRR used to determine the RESRAM Rate that is in effect for that month.

RAC = Rate Adjustment Cap: applies to the RESRAM rate and shall apply so long as the rate caps provided for by Section 393.1655, RSMo. are in effect, and shall be calculated by multiplying the baseline rate as determined under Section 393.1655.4 by the 2.85% CAGR compounded for the amount of time that has passed since the effective date of rate schedules published to effectuate the Commission’s Order that approved the Stipulation and Agreement that resolved File No. ER-2016-0179, and subtracting the then-current FAR under Rider FAC and the average base rate determined from the most recent general rate proceeding as calculated pursuant to Section 393.1655.

"Short-Term Borrowing Rate" = A rate applied monthly that is equal to the weighted average interest rate paid on the Company's short-term debt.

The RESRAM Rates applicable to customer bills shall be rounded to the nearest 0.00001 cents, to be charged on a cents/kWh basis for each applicable kWh billed.

PRUDENCE REVIEWS:

A prudence review shall be conducted no less frequently than every twenty-four (24) months. RES Compliance Costs which are determined by the Commission to have been imprudently incurred or incurred in violation of the terms of this rider shall be credited to customers through factor DA with interest using factor I. RES Compliance Costs included in the revenue requirement in a general rate proceeding shall not be subject to further prudence review hereunder.

RIDER RESRAM

RENEWABLE ENERGY STANDARD RATE ADJUSTMENT MECHANISM (Cont'd.)

RESRAM Rate Schedule

Accumulation Period Ending:		mm/dd/yy
1. Actual RES Costs Incurred in AP (ARC)		$0
2. RES Expenses Recovered in AP (RCR)=(RBA + sum of monthly MBAs)	=	$0
3. RES Over/Under Recovery (ROUR)	=	$0
3.1 Interest	+	$0
3.2 (Over)/Under Recovered Costs (ARC-RCR)	+	$0
4. RES Revenue Requirement (RRR)	+	$0
5. True-Up (T)	+	$0
6. Ordered Adjustment (OA)	±	$0
7. Total RESRAM Recoveries(TRR)=(ROUR+RRR+T+OA)	=	$0
8. Estimated Recovery Period Sales (S_{RP})	÷	0 kWh
9. TRR_{RATE} = MIN of((TRR/S_{RP}),(RAC))	=	$0.00000/kWh
10. $RESRAM_{RATE}$ = TRR_{RATE} + ROA[1]	=	$0.00000/kWh
11. Required Offset Amount (ROA)	+	$0.00000/kWh
12. **$RESRAM_{RATE}$ (applicable for the first 6 billing months if ROA is greater than $0.00000)**	**=**	**$0.00000/kWh**

*A negative RESRAM Rate represents a per kWh credit that would be applied to a customer's bill.

Recovery Period for Above RESRAM Rate

___ to ____

[1] If ROA is equal $0.00000, The $RESRAM_{RATE}$ stated in this Line 10 shall apply for the entire Recovery Period. If ROA is greater than $0.00000, the $RESRAM_{RATE}$ shall be the value shown on line 12 for the first 6 billing months and, thereafter, the value shown on Line 10.

Current RBA = $0

Base Amount File No. ER-2016-0179 = $0.00

RIDER RESRAM

RENEWABLE ENERGY STANDARD RATE ADJUSTMENT MECHANISM

APPLICABILITY

This rider is applicable to all kilowatt-hours (kWh) of energy supplied to all customers served under all of the Company's Service Classifications.

Charges or credits passed through this rider reflect Missouri Renewable Energy Standard (section 393.1030 *et. seq.*, RSMo.) ("RES") Compliance Costs, which consist of prudently incurred costs, both capital and expense, but not including any depreciation expense and return associated with recording to plant-in-service directly related to RES compliance, and also reflect the pass-through of benefits received as a result of RES compliance to the extent those benefits are not passed through to customers in the Fuel Adjustment Rate under Rider FAC ("RESRAM Benefits"). RES Compliance Costs shall include solar rebates paid under Section 393.1670. The RES costs and benefits subject to inclusion in this rider are costs incurred related to new RES investments placed into service or RES compliance activities initiated on or after the effective date of Mo. P.S.C. Schedule No. 6 Original Sheet No. 93.

The revised RESRAM Rate effective on the date of the rate schedules published as a result of a general rate proceeding shall reset the RESRAM Rate so that it excludes factor RRR, as defined below, except for any portion of RES Compliance Costs or RESRAM Benefits reflected in factor RRR that were not included in the revenue requirement established in that general rate proceeding.

RIDER RESRAM

RENEWABLE ENERGY STANDARD RATE ADJUSTMENT MECHANISM (Cont'd.)

The following items 1 to 3 apply to revised RESRAM rate schedules to adjust the RESRAM Rate other than when the RESRAM Rate is reset upon the effective date of rate schedules published as a result of a general rate proceeding or as a result of an offset adjustment being ordered:

1. **Accumulation Period (AP):** the historical calendar months during which RES Compliance Costs and RESRAM Benefits are incurred or received and for which over- or under-recoveries of those costs/benefits (factor ROUR, defined below) are calculated and accumulated through the ROUR. The initial AP under this rider shall begin on the first day of the first month that begins on or after the date this rider becomes effective and shall end on July 31, 2019. Each subsequent AP shall begin on August 1st, and shall end on July 31st of the following year.

2. **Recovery Period (RP):** the billing months during which the over-/under-recoveries (factor ROUR) of RES Compliance Costs and RESRAM Benefits from the immediately preceding AP shall be reflected in the RESRAM Rate, along with the actual RES Revenue Requirement (factor RRR, defined below), True-Up Amount (factor T, defined below), and the Ordered Adjustment (factor OA, defined below) for that RP. Each RP shall begin on the first day of the billing month of February following each AP, and shall be in effect for one year until the next RP begins.

3. **RESRAM Rate Adjustment Filings:** The Company shall adjust its RESRAM Rate by filing a revised RESRAM Rate Schedule (1) no later than 60 days after the end of each AP to take effect concurrently with the beginning of the February billing month, (2) concurrent with rate schedules effectuating a general rate proceeding as applicable to reset the RESRAM Rate and to update Base Amount unless otherwise ordered, and (3) in compliance with any Commission order as applicable to incorporate an Required Offset Amount ("ROA") as the result of a Commission order.

RIDER RESRAM

RENEWABLE ENERGY STANDARD RATE ADJUSTMENT MECHANISM (Cont'd.)

RESRAM RATE DETERMINATION

Application of the RESRAM Rate, net of benefits received from RES compliance other than the RESRAM Benefits, shall not generate an annual amount of revenue that exceeds the one percent (1%) retail rate impact limitation as provided in the RES and 4 CSR 240-20.100(5), and any applicable successor Commission Rule. Any amounts otherwise recoverable under this rider but for the retail rate impact limitation shall be deferred to a regulatory asset, at a carrying cost each month equal to the Company's monthly Short-Term Borrowing Rate to be recovered in a subsequent RP or reflected in the revenue requirement established in the Company's next general rate proceeding, if not already fully recovered.

For each RESRAM Rate adjustment filing, the RESRAM Rate is calculated as:

$$\text{RESRAM Rate} = TRR_{RATE} + ROA$$

Where:

TRR_{RATE} = The minimum: of the rate determined by dividing TRR by S_{RP}, and the rate reflected in RAC

TRR = Total RESRAM Recoveries

$$TRR = ROUR + RRR + T + OA$$

S_{RP} = Estimated recovery period sales in kWh.

RAC = Rate Adjustment Cap.

ROA = Required Offset Amount

$$ROA = DA / DPE$$

DA = Disallowance Amount - an amount ordered by the Commission to be disallowed during a subsequent general rate proceeding or prudence review under this rider that was previously reflected in a RESRAM rate.

RIDER RESRAM

RENEWABLE ENERGY STANDARD RATE ADJUSTMENT MECHANISM (Cont'd.)

DPE = Disallowance Period Energy - the energy projected to be sold in the six (6) months beginning with the first billing month following the promulgation of a RESRAM Rate that includes a DA.

ROUR = RES Over/Under Recovery

ROUR = ARC - RCR + I

ARC = Actual RES Costs

The actual RES Compliance Costs and RESRAM Benefits incurred or received during the recently completed AP, including monthly adjustments to rate base included in the MBAs and the RBAs for accumulated depreciation and accumulated deferred income taxes.

RCR = RES Costs Recovered

The RES Compliance Costs and RESRAM Benefits reflected in the RBA and the sum of the applicable MBA for the AP.

I = Interest applicable to the following:

(i) the difference between RCR and ARC for each month of each AP;
(ii) Ordered Adjustments ("OA"), if any;
(iii) adjustments due to a required offset amount ("ROA");
(iv) all under- or over-recovery balances created through operation of this RESRAM, as determined in the true-up filings ("T") provided for herein.

Interest shall be calculated monthly at the Short-Term Borrowing Rate, applied to the month-end balance of items (i) through (iv) in the preceding sentence.

RIDER RESRAM

RENEWABLE ENERGY STANDARD RATE ADJUSTMENT MECHANISM (Cont'd.)

RRR = RESRAM Revenue Requirement: An amount equal to the revenue requirement associated with all RES Compliance Costs net of RESRAM Benefits that are not reflected in the revenue requirement that was established in the Company's last general rate proceeding. The RRR shall consist of (1) the capital costs associated with investments in renewable energy resources used to comply with the RES that have been placed into service on the Company's books as of the end of each AP, excluding 100% of the depreciation and return on such investments; and (2)the non-capital RES Compliance Costs and RESRAM Benefits reflected on the Company's books during that AP except to the extent those costs and benefits are addressed under the company's Rider FAC, on an annualized basis for the first AP which may be less than twelve months in length, or if the asset to which the costs and benefits relate was only in service for a portion of the AP. Notwithstanding the previous sentence, if a wind generation asset used for RES compliance ceases to earn Production Tax Credits during an AP, an adjustment necessary to offset the annual impact of those Production Tax Credits as reflected in rates established in a general rate proceeding shall be included.

T = True-Up Amount: An amount calculated at the end of each AP reflecting the difference between (1) the revenues billed for the first 6 months of the then-effective RP and projected to be billed for the second 6 months of the RP and (2) the revenues authorized for collection through this rider during the first 6 months of the then-effective RP and projected to be collected during the second 6 months of the RP, excluding amounts of authorized and actual revenues associated with factor RRR, resulting from the difference in forecasted RP total kWh usage, and actual total kWh usage from the RP. Forecasted amounts shall be trued-up with actual amounts in the next applicable calculation.

OA = Ordered Adjustment: The amount of any adjustment to the TRR ordered by the Commission not reflected as an ROA.

MBA = Monthly Base Amount: Is one-twelfth of the Base Amount. The Base Amount is the revenue requirement associated with RES Compliance Costs and RESRAM Benefits reflected in the revenue requirement established in the applicable general rate proceedings. At the conclusion of each general rate proceeding, unless otherwise ordered, the Base Amount shall be published on a replacement sheet for Sheet 93.6.

RIDER RESRAM

RENEWABLE ENERGY STANDARD RATE ADJUSTMENT MECHANISM (Cont'd.)

RBA = RESRAM Base Amount: is the sum of the monthly RESRAM Revenue Requirements (which is one-twelfth of the applicable factor RRR) for each month in the AP. Each month's RESRAM Revenue Requirement is associated with the amount reflected in RRR used to determine the RESRAM Rate that is in effect for that month.

RAC = Rate Adjustment Cap: applies to the RESRAM rate and shall apply so long as the rate caps provided for by Section 393.1655, RSMo. are in effect, and shall be calculated by multiplying the baseline rate as determined under Section 393.1655.4 by the 2.85% CAGR compounded for the amount of time that has passed since the effective date of rate schedules published to effectuate the Commission’s Order that approved the Stipulation and Agreement that resolved File No. ER-2016-0179, and subtracting the then-current FAR under Rider FAC and the average base rate determined from the most recent general rate proceeding as calculated pursuant to Section 393.1655.

"Short-Term Borrowing Rate" = A rate applied monthly that is equal to the weighted average interest rate paid on the Company's short-term debt.

The RESRAM Rates applicable to customer bills shall be rounded to the nearest 0.00001 cents, to be charged on a cents/kWh basis for each applicable kWh billed.

PRUDENCE REVIEWS:

A prudence review shall be conducted no less frequently than every twenty-four (24) months. RES Compliance Costs which are determined by the Commission to have been imprudently incurred or incurred in violation of the terms of this rider shall be credited to customers through factor DA with interest using factor I. RES Compliance Costs included in the revenue requirement in a general rate proceeding shall not be subject to further prudence review hereunder.

RIDER RESRAM

RENEWABLE ENERGY STANDARD RATE ADJUSTMENT MECHANISM (Cont'd.)

RESRAM Rate Schedule

Accumulation Period Ending: mm/dd/yy

1.	Actual RES Costs Incurred in AP (ARC)		$0
2.	RES Expenses Recovered in AP (RCR)=(RBA + sum of monthly MBAs)	=	$0
3.	RES Over/Under Recovery (ROUR)	=	$0
	3.1 Interest	+	$0
	3.2 (Over)/Under Recovered Costs (ARC-RCR)	+	$0
4.	RES Revenue Requirement (RRR)	+	$0
5.	True-Up (T)	+	$0
6.	Ordered Adjustment (OA)	±	$0
7.	Total RESRAM Recoveries(TRR)=(ROUR+RRR+T+OA)	=	$0
8.	Estimated Recovery Period Sales (S_{RP})	÷	0 kWh
9.	TRR_{RATE} = MIN of((TRR/S_{RP}),(RAC))	=	$0.00000/kWh
10.	$RESRAM_{RATE}$ = TRR_{RATE} + ROA[1]	=	$0.00000/kWh
11.	Required Offset Amount (ROA)	+	$0.00000/kWh
12.	**$RESRAM_{RATE}$ (applicable for the first 6 billing months if ROA is greater than $0.00000)**	**=**	**$0.00000/kWh**

*A negative RESRAM Rate represents a per kWh credit that would be applied to a customer's bill.

Recovery Period for Above RESRAM Rate

___ to ____

[1] If ROA is equal $0.00000, The $RESRAM_{RATE}$ stated in this Line 10 shall apply for the entire Recovery Period. If ROA is greater than $0.00000, the $RESRAM_{RATE}$ shall be the value shown on line 12 for the first 6 billing months and, thereafter, the value shown on Line 10.

Current RBA = $0

Base Amount File No. ER-2016-0179 = $0.00