

**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) **File No. EA-2020-0371**
Approval and a Certificate of Public Convenience and)
Necessity)

UNANIMOUS STIPULATION AND AGREEMENT

Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri” or the “Company”), the Missouri Public Service Commission Staff (“Staff”), Renew Missouri Advocates d/b/a Renew Missouri and the Office of the Public Counsel (collectively the “Signatories”), present this *Stipulation and Agreement* (“Stipulation”) to the Missouri Public Service Commission (“Commission”) for its approval. Sierra Club has authorized the Signatories to indicate that it does not object to this Stipulation.

BACKGROUND

1. In File No. EA-2016-0207, the Commission approved Ameren Missouri’s Community Solar Pilot Program (the “Program”) and associated tariff, and granted Ameren Missouri a CCN for its first Program Resource — the St. Louis Lambert International Airport solar generation facility (“Lambert Resource”). The Program launched in the fall of 2018, and was fully subscribed in 55 days. Construction of the Program’s one-megawatt Lambert Resource was completed in August 2019.

2. On November 25, 2019, Ameren Missouri filed an *Application for Approval to Expand Community Solar Pilot Program and Associated Tariff* seeking expansion of the Program, which was designated File No. ET-2020-0022.

3. On May 13, 2020, Ameren Missouri, the Commission’s Staff, the Office of the Public Counsel, and Renew Missouri filed a *Unanimous Stipulation and Agreement*

("Agreement") agreeing to continuation of certain provisions related to the First and Second Stipulations filed in File No. EA-2016-0207 and modifying provisions to allow for marketing to customers so Ameren Missouri may determine need for future Pilot resources¹.

4. Via Order effective June 8, 2020, the Commission approved the Agreement and compliance tariff sheets now in effect.

5. Ameren Missouri immediately commenced active marketing of the Program expansion based on the agreement stipulated by signatories and approved by the Commission.

6. On October 28, 2020, Ameren Missouri filed an application for a Certificate of Convenience and Necessity ("CCN") to construct, install, own, operate, maintain, and otherwise control and manage a solar generating asset and associated facilities ("*CCN Application*"), to become the second Resource under the Company's expanded Community Solar Pilot Program ("the Project").

7. In paragraph 18 of the *CCN Application*, the Company explained that, as of October 19, 2020, over 93% of the Project's planned capacity was subscribed.

8. As of this filing, the Company represents over 100% of the Project planned capacity is subscribed.

¹ See par 8, Unanimous Stipulation and Agreement filed May 13, 2020.

9. On February 5, 2021, Staff filed its Report finding that Ameren Missouri met the initial filing requirements for the *Application*,² concluding that all five Tartan criteria are met,³ and recommending approval of the *Application*, subject to nine conditions.⁴

10. Ameren Missouri requested, and was granted, a two-week extension of time to clarify Staff's recommended conditions and respond to them.

11. The Commission may "impose such condition or conditions as it may deem reasonable and necessary" on a CCN under Section 393.170(3), RSMo.

12. The Signatories have come to an agreement on the reasonable and necessary conditions for the Project CCN as set forth below.

SPECIFIC TERMS AND CONDITIONS

13. The Signatories agree Ameren Missouri should be granted the requested CCN subject to certain conditions. This agreement only applies to the Project, and not any future projects.

14. The Signatories agree that Staff's proposed conditions 1, 2, and 9 should be imposed without modifications.

Staff Proposed Condition 1: The Commission order Ameren Missouri to contact MODOT and the Norfolk Southern Railway to inquire of any concerns with the Montgomery solar facility and, for MODOT, the additional issue of the possibility of glare and file documentation regarding the contact in this case file.

Staff Proposed Condition 2: Ameren Missouri shall submit final plans and project specifications and the final operating and maintenance manual as they are available.

Staff Proposed Condition 9: The Commission directs Staff and Ameren Missouri to jointly file agreed upon in-service criteria for the Montgomery solar facility with the Commission within 90 days of

² File No. EA-2020-0371, Staff Report, issued February 5, 2021, at p. 7.

³ *Id.* at Section IV.

⁴ *Id.* at pp. 1-2.

granting the CCN. The filed in-service criteria will be used to evaluate whether the Community Solar facility, once operational, meets the fully operational and used for service standard in Section 393.135, RSMo.⁵

15. The Signatories agree that modifications to Staff's proposed conditions 3, 4, 6, and 8 should be imposed as follows.

Staff Proposed Condition 3 as modified: The conditions and recommendations agreed to in Case Nos. EA-2016-0207 and ET-2020-0022 shall continue to apply to the new facility [Project], except as otherwise provided in this Stipulation.

Staff Proposed Condition 4 as modified: Ameren Missouri shall track all revenues, investments, and expenses directly related to the Resource and any future Community solar resources and record them into separate accounts or subaccounts, to the extent practical, separately by facility starting with the in-service date for the facility. Ameren Missouri shall prepare, in support of future general rate cases, an analysis using reasonable allocation methods for those categories of expenses where it is not practical to specifically track the transactions in the general ledger.

Staff Proposed Condition 6 as modified: The additional land at the Montgomery site shall remain in plant held for future use until a future use is identified for it.

Staff Proposed Condition 8 as modified: The sharing mechanism described in paragraph 15 of the Non-Unanimous Stipulation and Agreement on pages 9-10 in Case No. EA-2016-0207 will remain unchanged up to the confidential estimated total cost of the initial construction of the Project as set out in paragraph 24 of the Company's *CCN Application*. If the actual costs of initial construction exceed the confidential estimated total cost of the initial construction of the Project as set out in paragraph 24 of the Company's *CCN Application*, customers will not share in any of the excess costs.

16. The Signatories agree that no other conditions should be imposed on the

⁵ Ameren Missouri anticipates that the Project's in-service criteria will be similar to the in-service criteria used for Ameren Missouri's past solar projects (the O'Fallon Renewable Energy Center and the Lambert Resource).

requested CCN⁶. However, Ameren Missouri has committed to propose a permanent, non-pilot Community Solar Program in the Company's upcoming electric general rate case, File No. ER-2021-0240, and the Signatories will not be bound to support the approval of, or any parameters or terms of, the permanent program. Any future program evaluation may include evaluation of the value of solar study the Company committed to provide with its next Integrated Resource Plan ("IRP") update.

17. In order to meet procurement and construction commencement deadlines, which in turn impact project costs, the Signatories request that the Commission issue any order approving this Stipulation and granting the requested CCN subject to the foregoing specified conditions on or before April 1, 2021.

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.

19. This Stipulation has resulted from extensive negotiations, and the terms

⁶ Staff proposed Condition 5 is not modified by this Stipulation, and remains the same as in Case Nos. EA-2016-0207 and ET-2020-0022. Staff proposed Condition 7 is a statement, not a condition, and thus not addressed by this Stipulation.

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.

WHEREFORE, the Signatories respectfully request that the Commission approve this *Stipulation*, grant the requested CCN subject to the conditions set forth above, and grant any other and further relief as it deems just and equitable.

Respectfully submitted,

/s/ Jermaine Grubbs

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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 the service list of record of this case on this 15th day of March, 2021.

/s/Jermaine Grubbs
Jermaine Grubbs