

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 Certificates of) File No. EA-2023-0286
Convenience and Necessity for Solar Facilities.)

APPLICATION

COMES NOW Union Electric Company d/b/a Ameren Missouri ("Company," "Ameren Missouri," or "Applicant"), pursuant to Sections 393.170.1¹ and 393.190.1 RSMo., 20 CSR 4240-2.060 and 20 CSR 4240-20.045, and hereby submits to the Missouri Public Service Commission ("Commission") its Application requesting the following:

- Certificates of Convenience and Necessity ("CCN") under subsection 1 of Section 393.170 authorizing Ameren Missouri to construct, install, own, operate, maintain and otherwise control and manage (1) a 300 megawatt² ("MW") solar generation facility to be constructed in Warren County, Missouri (the "Split Rail Solar Project"), using a build-transfer structure to be constructed pursuant to a Build Transfer Agreement ("BTA") between the Company and Invenergy Renewables, LLC; (2) a 150 MW solar generation facility to be constructed in Cass County, Illinois (the "Cass County Solar Project"), to be constructed using a development-transfer structure under a Purchase and Sale Agreement ("PSA") between the Company and Savion, LLC; (3) a 50 MW solar generation facility to be constructed

¹ The Company requests permission and authority to construct the Split Rail Solar Project via the build-transfer structure discussed herein, consistent with the permission and authority the Commission granted it for its prior renewable generation projects constructed using a build-transfer structure, and for the Cass County Solar Project via the development-transfer structure discussed herein. The Company notes, however, that this Application as it pertains to the Split Rail and Cass County Solar Projects could be viewed as an application to operate an existing asset under 20 CSR 4240-20.045(5) which was adopted pursuant to subsection 2 of section 393.170. Should the Commission view it as such, the Company requests permission to operate the Split Rail and Cass County Solar Projects in lieu of, or in addition to, the permission sought under 20 CSR 4240-20.045(6) and Section 393.170.1.

² All references to generating capacity (MW) are to megawatts-AC.

by the Company in Audrain County, Missouri (the "Vandalia Solar Project"), through utilization of an engineering, procurement, and construction ("EPC") contract; and (4) a 50 MW solar generation facility to be constructed in Pike County, Missouri (the "Bowling Green Solar Project"), through utilization of an EPC contract;³

- Authority to engage in the transactions by which Ameren Missouri proposes to construct and finance the Projects, including the Split Rail Solar Project BTA and the Cass County Solar Project PSA, as explained further below and in Company witness Scott Wibbenmeyer's Direct Testimony;
- Authority under Section 393.190.1 to complete the mergers of Split Rail Solar Energy, LLC and Cass County Solar, LLC into Ameren Missouri, with Ameren Missouri to be the survivor, after acquisition by Ameren Missouri of each of said project companies, as explained further below and as outlined in greater detail in the Direct Testimony of Company witness Scott Wibbenmeyer.
- A variance from the requirement in 20 CSR 4240-20.045(3)(C) so that as-built drawings for each Solar Project can be supplied after exercise of authority under the CCNs consistent with the condition related to as-built drawings adopted by the Commission in File No. EA-2022-0245 with a minor modification to reflect different nomenclature in the applicable agreements for the Projects that are the subject of this Application, so that the condition would read as follows:

Ameren Missouri shall file with the Commission as-built drawings for the Project within 100 days after the "Final Completion Date or Final Acceptance Date," as defined in the, as applicable, BTA, PSA, or EPC agreement, provided

³ Collectively, the four projects covered by this Application are referred to herein as the "Projects" or the "Solar Projects".

that if developer/contractor is excused under the terms of the agreement from providing certain as-built drawings by that deadline, Ameren Missouri will file such as-built drawings within ten (10) days after receipt thereof. Ameren Missouri will notify the Staff of the Commission within ten (10) days after the Final Completion Deadline or Final Acceptance Date if there are any as-built drawings for which developer/contractor was excused from delivering by that deadline;

- A variance from the requirement in 20 CSR 4240-20.045(6)(J) so that the Company's plans for restoration of safe and adequate service can be provided closer to the time when each Solar Project will commence commercial operations also consistent with the condition relating to this requirement adopted by the Commission in File No. EA-2022-0245;
- Issuance of a Commission order granting the relief requested in this Application by January 17, 2024, so that the Projects can be timely constructed; and
- For such other and further relief as may be appropriate.

In support of these requests, Applicant states as follows:

I. APPLICANT

1. Union Electric Company is a Missouri corporation doing business under the fictitious name of Ameren Missouri, in good standing in all respects, with its principal office and place of business located at One Ameren Plaza, 1901 Chouteau Ave., St. Louis, Missouri 63103. Applicant is engaged in providing electric and natural gas utility services in portions of Missouri as a public utility under the jurisdiction of the Commission. There is already on file with the Commission a certified copy of Applicant's Articles of Incorporation (See Case No. EA-87-105), which is incorporated herein by this reference. The Company's Fictitious Name Registration as

filed with the Missouri Secretary of State's Office is attached hereto as Application Schedule A.
A Certificate of Corporate Good Standing for Applicant is attached as Application Schedule B.

2. Filings, notices, orders and other correspondence and communications concerning this Application should be addressed to the undersigned counsel and to:

Steve Wills
Director, Regulatory Affairs
Ameren Missouri
1901 Chouteau Avenue
P.O. Box 66149
St. Louis, MO 63166-6149
swills@ameren.com

3. Ameren Missouri has no pending action or final unsatisfied judgment or decision against it from any state or federal agency or court which involves customer service or rates, which action, judgment, or decision has occurred within three years of the date of this Application.

4. Applicant has no overdue annual report or assessment fees.

5. A 60-day notice with respect to the authority sought herein was filed on March 20, 2023 and assigned the above-captioned file number.

II. REQUEST FOR CCNS AND FOR SECTION 393.190.1 AUTHORITY

6. Applicant requests CCNs for each of the four Projects: the Split Rail Solar Project, the Cass County Solar Project, the Vandalia Solar Project, and the Bowling Green Solar Project. In total, the Projects reflect a total of 550 MW of solar generation.

Table 1. Summary of Solar Projects

	Split Rail Solar Project	Cass County Solar Project	Vandalia Solar Project	Bowling Green Solar Project
Contractual Agreement Date	May 2023	May 2023	September 2022	June 2023
Agreement Type	Build-transfer	Development-transfer	Self-development	Self-development
Developer	Invenergy Renewables, LLC	Savion, LLC	Ameren Missouri	Ameren Missouri
Facility Size	300-MW _{AC}	150-MW _{AC}	50-MW _{AC}	50-MW _{AC}
Location	Central Missouri	Central Illinois	Northeastern Missouri	Northeastern Missouri
Targeted Completion Date	Q2 2026	Q4 2024	Q4 2025	Q1 2026
Project Cost Estimate ⁴	*** _____ ***	*** _____ ***	*** _____ ***	*** _____ ***

Additional details regarding each project are provided in the direct testimony of Ameren Missouri witness Scott Wibbenmeyer.

A. Project Description: Split Rail Solar Project

7. The Split Rail Solar Project is a 300 MW solar generation facility to be constructed in Warren County, Missouri and will connect to Ameren Missouri's Belleau – Montgomery 345kV line.⁵ It is being constructed under a BTA, much like the structure used for the recently approved Huck Finn and Boomtown projects. Under the build-transfer structure, as reflected in the Split Rail BTA, the facility is specifically constructed for the ultimate owner and to the ultimate owner's specifications. Consequently, while it is true that Ameren Missouri is not literally the constructor, Ameren Missouri will ultimately own and operate the Project. Thus, Ameren Missouri seeks a

⁴ Values shown reflect base case estimated cost, prior to the impact of any tax incentives. Available investment tax credits are expected to reduce the cost of each project by approximately 30-40%.

⁵ Ameren Missouri will construct a new switching station adjacent to this 345-kV line to make the interconnection. The switching station property is located in Ameren Missouri's service territory.

CCN to construct the Project under and pursuant to the terms of the BTA, in accordance with Section 393.170.1 and 20 CSR 4240-20.045.⁶

8. To complete the Split Rail Solar Project, the project developer, Invenergy, has formed a special-purpose entity, Split Rail Solar Energy, LLC ("Project Company"), which is the project company that will acquire all land rights, permits, and equipment; execute contracts with contractors for construction subject to significant input from Ameren Missouri; and take such other steps as necessary to complete the Project and render it operational in accordance with the terms of the BTA.

9. Invenergy will sell the Project Company to Ameren Missouri under the BTA at mechanical completion. Subject to timely approval of this CCN request and construction progress, Ameren Missouri anticipates mechanical completion to occur in March 2026. Following acquisition by Ameren Missouri, the Project Company will be merged into Ameren Missouri with Ameren Missouri to be the surviving entity.

10. Prior to Ameren Missouri's purchase of the Project Company and ultimately completion of the above-described merger, to minimize property taxes arising from ownership and operation of the Split Rail Solar Project, the Project Company is pursuing a Chapter 100 financing arrangement with Warren County, Missouri. This is the same structure utilized for Ameren Missouri's existing Audrain Energy Center and Peno Creek Energy Center and that is being utilized by the developer for the recently-approved Huck Finn Solar Project.⁷ A Chapter 100 arrangement, so named because it is authorized by Chapter 100 of the Revised Statutes of Missouri,

⁶ This same BTA build-transfer-own type structure is very similar to the BTAs used to develop Ameren Missouri wind generation facilities recently approved by the Commission. *See, e.g.*, File Nos. EA-2022-0244 (Huck Finn), EA-2022-2045 (Boomtown), EA-2018-0202 (High Prairie Energy Center) and EA-2019-0181 (Atchison Energy Center f/k/a Outlaw). See footnote 1 above respecting the Company's request that the Commission also grant any permission deemed necessary to operate the project under and pursuant to the BTA and as its owner once acquired, as required by subsection 2 of Section 393.170.

⁷ See Amended Application, File No. EA-2022-0244.

allows facilities to avoid ad valorem tax (i.e., property tax) obligations since title to the facility that is the subject of the arrangement will be owned by a tax-exempt entity, here, the counties. In lieu of paying what would be much higher property taxes if the facility were owned by the Project Company (and, ultimately, Ameren Missouri), the facility operator makes payments in lieu of taxes ("PILOTS") to the county, but in amounts much lower than the actual taxes that would be assessed if the facility were not tax exempt.

11. Specific to the Split Rail Solar Project, Ameren Missouri estimates that the Chapter 100 arrangement will save its customers approximately \$157 million over the expected 30-year life of the Project. The aggregate amount of the PILOT is estimated to be approximately \$23 million over that period, while the aggregate amount of property taxes the facility would generate absent the Chapter 100 arrangement is estimated to be approximately \$180 million over that period. Workpapers reflecting these estimates are being provided with the Company's direct testimony workpapers.

12. To implement the arrangement the county must own the facility but then leases it back (here, to the Project Company). The Project Company will have (and ultimately, Ameren Missouri will have) full rights to control and operate the facility.

13. At the conclusion of the Chapter 100 arrangement, Ameren Missouri will pay the county a nominal sum, ending the Chapter 100 arrangement and vesting title to the Project assets in Ameren Missouri. Also, at the time of the above-referenced merger, the entire Ameren Missouri investment in the Project will be reflected as plant in service on Ameren Missouri's books; this is also the same treatment as given for Ameren Missouri's other Chapter 100 generating facilities.

14. The Split Rail Solar Project is planned to be completed and placed into service by July 2026.

B. Project Description: Cass County Solar Project

15. The Cass County Solar Project is a 150 MW solar generation facility to be constructed in Cass County, Illinois, using a development-transfer structure reflected in the PSA with the developer. The Project will interconnect at the Ameren Illinois Company Flannigan 138 kV Switching Station, which is under the functional control of the Midcontinent Independent System Operator, Inc. ("MISO").

16. The Cass County Solar Project will be developed by Savion, a subsidiary of Shell, which has formed a project company, Cass County Solar, LLC, which owns all project assets, and which will be acquired by Ameren Missouri at notice to proceed (i.e., the "firm date"). Once construction is complete, the project company will be merged into Ameren Missouri, which will be the surviving entity. The Project will be constructed under an EPC contract that will be entered into between the project company and an EPC contractor. Thus, Ameren Missouri seeks a CCN to construct the Project under and pursuant to the terms of the PSA and as its owner once acquired, in accordance with Section 393.170.1 and 20 CSR 4240-20.045.⁸

17. The Cass County Solar Project is planned to be completed and placed into service in December 2024.

C. Project Description: Vandalia Solar Project

18. The Vandalia Solar Project is a 50 MW solar generation facility in Audrain County, Missouri. The facility will be located two miles south of Vandalia, Missouri city limits and will interconnect to Ameren Missouri's 69-kV sub-transmission system (enabling a streamlined

⁸ See footnote 1 above respecting the Company's request that the Commission also grant any permission deemed necessary to operate the project under and pursuant to the PSA and as its owner once acquired, as required by subsection 2 of Section 393.170.

development timeline not subject to the MISO Generator Interconnection process) between Ameren Missouri's Vandalia and Wellsville substations.

19. Ameren Missouri has awarded the bid for the Project to EDF Renewables Development, Inc. ("EDF Renewables"), which will act as the EPC contractor for the project.

20. To minimize property taxes arising from ownership and operation of the Vandalia Solar Project, Ameren Missouri is pursuing a Chapter 100 financing arrangement (described above in connection with this Application's discussion of the Split Rail Solar Project) with Audrian County, Missouri. Specific to the Vandalia Solar Project, Ameren Missouri estimates that the Chapter 100 arrangement will save its customers approximately \$28 million over Project's expected 30-year life. The aggregate amount of the PILOT is estimated to be approximately \$4 million over that period, while the aggregate amount of property taxes the facility would generate absent the Chapter 100 arrangement is estimated to be approximately \$32 million over that period. Workpapers reflecting these estimates are being provided with the Company's direct testimony workpapers. To implement the arrangement, Ameren Missouri will convey title to the facility, once constructed, to the county. The county will then lease the Project site back to Ameren Missouri. Ameren Missouri will have full rights to control and operate the facility. At the conclusion of the Chapter 100 arrangement, Ameren Missouri will pay the county a nominal sum, ending the Chapter 100 arrangement and vesting title to the Project assets in Ameren Missouri. The entire Ameren Missouri investment in the Project will be reflected as plant in service on Ameren Missouri's books; this is also the same treatment as given for Ameren Missouri's other Chapter 100 generating facilities. Once the necessary contractual arrangements are finalized, but

before execution of the Chapter 100 documents, Ameren Missouri will file a separate application for financing authority to implement the arrangement, as it did for its Peno Creek facility.⁹

21. The Vandalia Solar Project is planned to be completed and placed into service by November 2025.

D. Project Description: Bowling Green Solar Project

22. The Bowling Green Solar Project is a 50 MW solar generation facility and is a companion facility to Vandalia Solar Project. It will be constructed in Pike County, Missouri adjacent to the Peno Creek CTG Energy Center, which is approximately 20 miles away from the Vandalia Solar Project. The Project will also interconnect to the Ameren Missouri 69-kV system at Ameren Missouri's Pike substation.

23. Like Vandalia, Ameren Missouri has awarded the bid for the Project to EDF Renewables, which will act as the EPC contractor for the project.

24. To minimize property taxes arising from ownership and operation of the Bowling Green Solar Project, Ameren Missouri is pursuing a Chapter 100 financing arrangement (described above) with Pike County, Missouri. Specific to the Bowling Green Solar Project, Ameren Missouri estimates that the Chapter 100 arrangement will save its customers approximately \$28 million over the Project's expected 30-year life. The aggregate amount of the PILOT is estimated to be approximately \$4 million over that period, while the aggregate amount of property taxes the facility would generate absent the Chapter 100 arrangement is estimated to be approximately \$32 million over that period. Workpapers reflecting these estimates are being provided with the Company's direct testimony workpapers. To implement the arrangement, Ameren Missouri will convey title to the facility, once constructed, to the county. The county will then lease the Project

⁹ See, e.g., File No. EF-2006-0278, *Order Granting Application*, Eff. March 10, 2006 (approving the Chapter 100 arrangement for Ameren Missouri's Audrain Energy Center).

site back to Ameren Missouri. Ameren Missouri will have full rights to control and operate the facility. At the conclusion of the Chapter 100 arrangement, Ameren Missouri will pay the county a nominal sum, ending the Chapter 100 arrangement and vesting title to the Project assets in Ameren Missouri. The entire Ameren Missouri investment in the Project will be reflected as plant in service on Ameren Missouri's books; this is also the same treatment as given for Ameren Missouri's other Chapter 100 generating facilities. Once the necessary contractual arrangements are finalized but before execution of the Chapter 100 documents, Ameren Missouri will file a separate application for financing authority to implement the arrangement, as it did for its Peno Creek facility.¹⁰

25. The Bowling Green Project is planned to be completed and placed into service by March 2026.

E. The Projects are Necessary or Convenient for the Public Service ("Tartan Factors")

26. The Tartan Factors are as follows:
- a. Need for the Project;
 - b. Economic Feasibility of the Project;
 - c. Ability of the Applicant to Finance the Project;
 - d. Qualifications of the Applicant to Construct the Project; and
 - e. Whether the Project is in the Public Interest

An affirmative finding on the first four factors generally leads to the conclusion that the final factor, public interest, is satisfied.

¹⁰ See, e.g., File No. EF-2006-0278, *Order Granting Application*, Eff. March 10, 2006 (approving the Chapter 100 arrangement for Ameren Missouri's Audrain Energy Center).

a. There is a Need for the Projects

27. The Projects are needed for several reasons.¹¹ As addressed in the Direct Testimonies of Company witnesses Matt Michels and Ajay K. Arora, the Projects are called for by the Company's 2022 Preferred Resource Plan submitted in File No. EO-2022-0362 and part of Ameren Missouri's long-term plan to continue to transition its generating fleet to greater reliance on least-cost renewable energy resources to fill its customers' energy needs, including to contribute to meeting a near- or intermediate-term forecasted energy shortfall. As the Commission itself recognized in its *Report and Order* issued in File No. EA-2022-0245 – recognition that applies with equal force to the Projects in this case – the Projects are good projects produced by diligent, competitive request for proposal processes, will qualify for valuable tax credits available now, and will provide needed energy and capacity in all seasons. Simply stated, the Projects reflect improvements justifying their costs. See *Re Tartan Energy Co, L.C. d/b/a Southern Missouri Gas Co.*, Report and Order, File No. GA-94-127 (Sept. 16, 1994), 1994 WL 762882 (Mo. P.S.C.)

28. More specifically, and as the Commission also recognized in the Boomtown docket, changes in Ameren Missouri's historical generation portfolio mean that Ameren Missouri will no longer have its typical generation buffer with up to 10 million MWhs or more in excess of its load, but rather will be in an energy deficit by 2028 under *normal* planning assumptions. This deficit could occur as soon as 2026 if normal planning assumptions do not hold, e.g., in the case of high carbon prices, high loads, unplanned forced outages of large units, extreme weather, or lower than planned generation from other units, including as a result of additional environmental regulations, etc. In the absence of the historical energy buffer, customers will be exposed to reliability risks and high market price risks.

¹¹ As addressed here and in greater detail in witness Michels' and Arora's Direct Testimonies.

29. There is a need to mitigate these risks, especially in light of potentially limited MISO reserves as NERC¹² forecasted in its 2022 Long-Term Reliability assessment. NERC labeled MISO a high-risk zone and warned that reserves could fall below acceptable levels in the summer of 2023, with an increased risk in 2024 and beyond especially during MISO's peaks. NERC's most recent summer 2023 Reliability Assessment echoes the existence of these risks, stating that MISO "is at risk of operating reserve shortfalls during periods of high demand or low resource output."¹³

30. Proceeding with implementation of the Company's 2022 Preferred Resource Plan submitted in File No. EO-2022-0362 will mitigate these risks by achieving greater reliance on least-cost, zero carbon renewable energy resources to fill its customers' energy needs, including by the Projects' specific contribution to meeting near- or intermediate-term forecasted energy shortfalls.

31. In addition to meeting the above-described needs, as witness Michel's Direct Testimony discusses, a comparison of the case where the Company's plan is implemented as compared to following what might be characterized as a more "business as usual approach" (i.e., looking only at a specific capacity need at a specific point in time) is in customers' economic interest. Specifically, witness Michels' Direct Testimony demonstrates that implementing the Company's plan produces a net present value of revenue requirement that is more than \$1 billion less than not implementing the plan and instead taking a business as usual approach.

¹² North American Electric Reliability Corporation, to which the Federal Energy Regulatory Commission has delegated responsibility for ensuring the reliability of the nation's transmission system.

¹³ NERC 2023 Summer Reliability Assessment (attached as Schedule MM-D9 to Michels' Direct Testimony).

b. The Projects are Economically Feasible

32. The Projects are economically feasible for several reasons, including as demonstrated by the substantially lower net present value of revenue requirement of the Company's 2022 PRP – of which the Projects are a part – as compared to the alternative.

33. Important to the economic feasibility of the Projects at this time are expanded tax incentives under the Inflation Reduction Act of 2022 ("IRA"). Among its many impacts, the IRA extensively modifies provisions of the tax code for renewable energy projects. The IRA extends both the investment tax credit ("ITC") and production tax credit ("PTC"), creates additional wage and apprentice requirements that projects must meet to qualify for the full ITC or PTC value, and adds additional bonus credit amounts for domestic content and for projects located in an energy community (i.e., a brownfield site, retired coal generating site or an area with significant previous employment related to oil, gas, or coal activities). Two of the four Solar Projects – Cass County and Bowling Green – qualify for bonus credit amounts because they will be located in energy communities. All of the Projects will meet the wage and apprentice requirements.

34. The passage of the IRA enables solar projects to utilize the PTC or the ITC (previously solar projects could only elect the ITC) and allows taxpayers the ability to transfer tax credits to unrelated parties for cash. This both expands and improves the available tax credit and financing options for a utility-scale solar project.

35. The Projects also lessen the Company's need to rely on the MISO market, especially at peak time when costs are higher, as the Commission recognized in its Report and Order in File No. EA-2023-0245.

36. As Company witness Steve Wills discusses in his direct testimony, capacity from one or more of the Projects could also be used for an additional phase(s) of the Renewable

Solutions Program approved by the Commission in File No. EA-2022-0245, which would further reduce the overall revenue requirement associated with the Projects.¹⁴

c. Ameren Missouri is Able to Finance the Projects

37. Ameren Missouri has the financial ability to construct the Projects because it can access the equity and debt capital necessary to do so while maintaining strong financial metrics.¹⁵

38. In total, the Projects are estimated to cost *** _____ ***. Ameren Missouri expects to finance the Projects through a mix of long-term debt and equity in line with current capitalization ratios utilized in developing revenue requirements for ratemaking purposes. The Company does not currently anticipate any equity infusions from its parent will be necessary to finance the equity portion of the Projects' financing, but additional issuance of long-term debt may be required. The Company will file an appropriate application for approval of any such debt.

d. Ameren Missouri is Qualified to Construct the Projects as Applicable

39. Ameren Missouri is qualified to construct the Projects, whether self-developed or acquired through a Purchase & Sale Agreement or Build-transfer Agreement, and to operate them upon acquiring ownership thereof, given the financial, technical, and management expertise Ameren Missouri has developed over the course of its long history as a large public utility operating in the state of Missouri. More specifically, Ameren Missouri currently owns and operates several utility-scale renewable generation facilities, including over 700 MW of wind generation and 15 MW of solar generation, and is in the process of constructing an additional 350 MW of solar generation approved by the Commission this year.

¹⁴ If capacity is used for a future phase of the Renewable Solutions Program, the Company will make a tariff filing for approval of the applicable charges and credits based on pricing for that phase as contemplated by the Program tariff approved by the Commission in File No. EA-2022-0245.

¹⁵ The Company carries solid investment grade credit ratings of Baa1 And BBB+ from Moody's Investor Services and S & P, respectively.

e. The Projects Promote the Public Interest

40. As discussed in Company witness Steven Wills' Direct Testimony, implementation of the Projects promotes the public interest for the same reasons found to exist by the Commission when it approved a CCN for the Boomtown Facility in File No. EA-2022-0245, including by making the region more attractive to economic development, providing significant risk mitigation against the impact of additional environmental regulation, and promoting state energy policy, including the state's policy to "diversify the energy supply through the support of renewable and alternative energy sources."¹⁶

F. Requirements under 20 CSR 4240-20.045(3) are met.

a. Split Rail Solar Project

41. The facts demonstrating that the Projects are necessary or convenient for the public service are discussed above and in Ameren Missouri's direct testimony, and related schedules. (Subsection (A)).

42. Because Ameren Missouri only serves customers located in the state of Missouri, there are no costs to be allocated to another jurisdiction regardless of whether the facility is located outside the state (Subsection (B)).

b. Cass County Solar Project

43. The facts demonstrating that the Projects are necessary or convenient for the public service are discussed above and in Ameren Missouri's direct testimony, and related schedules. (Subsection (A)).

44. Because Ameren Missouri only serves customers located in the state of Missouri, there are no costs to be allocated to another jurisdiction regardless of whether the facility is

¹⁶ File No. EA-2022-0245, *Report and Order*, p. 25.

located outside the state (as is true with other Ameren Missouri generation located in the states of Illinois and Iowa) (Subsection B).

c. Vandalia Solar Project

45. The facts demonstrating that the Projects are necessary or convenient for the public service are discussed above and in Ameren Missouri's direct testimony, and related schedules. (Subsection (A)).

46. Because Ameren Missouri only serves customers located in the state of Missouri, there are no costs to be allocated to another jurisdiction regardless of whether the facility is located outside the state (Subsection (B)).

d. Bowling Green Solar Project

47. The facts demonstrating that the Projects are necessary or convenient for the public service are discussed above and in Ameren Missouri's direct testimony, and related schedules. (Subsection (A)).

48. Because Ameren Missouri only serves customers located in the state of Missouri, there are no costs to be allocated to another jurisdiction regardless of whether the facility is located outside the state (Subsection (B)).

G. Requirements under 20 CSR 4240-20.045(5) are met.

a. Split Rail Solar Project

49. The Split Rail Solar Project is a 300 MW solar generation facility and is described in greater detail above and in the Direct testimony of Company witness Wibbenmeyer. (Subsection (A)).

50. The purchase price of the Project under the BTA is approximately *** _____
_____,¹⁷ with the final total price being subject to adjustments as set forth in the BTA such
that the final price will be fixed prior to construction. (Subsections (B), (C)).

51. Ameren Missouri's plan for financing the Project is addressed in this Application
above. (Subsection (C)).

52. Plans and specifications for the Split Rail Solar Project are provided in Exhibit A
(the Scope of Work) to the Split Rail BTA, which is Schedule SW-D2 attached to Company witness
Wibbenmeyer's testimony. (Subsection (D)). The Company proposes to provide as-built drawings
after the facilities are complete consistent with the condition relating to as-built drawings agreed
to and adopted by the Commission in File No. EA-2022-0245 with a minor modification as set
forth herein, and asks the Commission to grant it a variance from the requirement in 20 CSR 4240-
20.045(3)(C) that they be provided prior to exercise of the authority under the CCN.

b. Cass County Solar Project

53. The Cass County Solar Project is a 150 MW solar generation facility and is
described in greater detail above and in the Direct testimony of Company witness Wibbenmeyer
(Subsection (A))

54. The total cost of the Cass County Solar Project is approximately *** _____
_____.¹⁷ (Subsections (B), (C)).

55. Ameren Missouri's plan for financing the Project is addressed in this Application
above. (Subsection (C)).

56. Plans and specifications for the Cass County Solar Project are provided in Exhibit
A (the Scope of Work) to Exhibit N (the EPC agreement) to the Cass County PSA, which is Schedule

¹⁷ This is the cost in the base case, addressed in witness Michels direct testimony.

SW-D4 attached to Company witness Wibbenmeyer's testimony. (Subsection (D)). The Company proposes to provide as-built drawings after the facilities are complete consistent with the condition relating to as-built drawings agreed to and adopted by the Commission in File No. EA-2022-0245 with a minor modification as set forth herein, and asks the Commission to grant it a variance from the requirement in 20 CSR 4240-20.045(3)(C) that they be provided prior to exercise of the authority under the CCN.

c. Vandalia Solar Project

57. The Vandalia Solar Project is a 50 MW solar generation facility and is described in greater detail above and in the Direct testimony of Company witness Wibbenmeyer. (Subsection (A)).

58. The total cost of the Vandalia Solar Project is approximately *** _____ ***.¹⁸ (Subsection (B) and (C)).

59. Ameren Missouri's plan for financing the Project is addressed in this Application above. (Subsection (C)).

60. Plans and specifications for the Vandalia Solar Project are included in Exhibit 1 (the Owner's Specifications) attached to Amendment No. 1 to the Vandalia EPC contract, which is a part of Schedule SW-D6 Company witness Wibbenmeyer's testimony. (Subsection (D)). The Company proposes to provide as-built drawings after the facilities are complete consistent with the condition relating to as-built drawings agreed to and adopted by the Commission in File No. EA-2022-0245 with a minor modification as set forth herein, and asks the Commission to grant it a variance from the requirement in 20 CSR 4240-20.045(3)(C) that they be provided prior to exercise of the authority under the CCN.

¹⁸ This is the cost in the base case, addressed in witness Michels Direct Testimony.

d. Bowling Green Solar Project

61. The Bowling Green Solar Project is a 50 MW solar generation facility and is described in greater detail above and in the Direct testimony of Company witness Wibbenmeyer. (Subsection (A))

62. The total cost of the Bowling Green Solar Project is approximately *** _____
_____.¹⁹ (Subsection (B) and (C).)

63. Ameren Missouri's plan for financing the Project is addressed in this Application above. (Subsection (C)).

64. Plans and specifications for the Bowling Green Solar Project are included in Exhibit 1 (the Owner's Specifications) to the Bowling Green EPC contract which is Schedule SW-D8 attached to Company witness Wibbenmeyer's testimony. (Subsection (D)). The Company proposes to provide as-built drawings after the facilities are complete consistent with the condition relating to as-built drawings agreed to and adopted by the Commission in File No. EA-2022-0245 with a minor modification as set forth herein, and asks the Commission to grant it a variance from the requirement in 20 CSR 4240-20.045(3)(C) that they be provided prior to exercise of the authority under the CCN.

H. Requirements under 20 CSR 4240-20.045(6) are met**a. Split Rail Solar Project**

65. The Project site is described in detail in the Scope of Work to the Split Rail BTA, which is Schedule SW-D2 attached to Company witness Wibbenmeyer's testimony. (Subsection (A)).

¹⁹ This is the cost in the base case, addressed in witness Michels direct testimony.

66. A list of all electric, gas, and telephone conduit, wires, cables, and lines of regulated and nonregulated utilities, railroad tracks, and each underground facility as defined in Section 319.015, RSMo, which the proposed construction will cross is provided in Application Schedule C (Subsection (B)).

67. Specifications for the Project can be found in the Scope of Work which is a part of Schedule SW-D2 of Company witness Wibbenmeyer's Direct Testimony. Drawings for the Project can also be found in that same Scope of Work. The Split Rail Solar Project is estimated to cost *** _____ ***. The operational features of the asset once it is fully operational and use for service are discussed by witness Wibbenmeyer in his Direct Testimony. (Subsection (C))

68. The Notice to Proceed deadline in the Split Rail BTA is anticipated in Q2 2024. Which also indicates the commencement of construction. The Project is expected to be fully operational by Q2 2026. (Subsection (D)).

69. The Project's components including fencing, security systems, roads, select transformers, and the control house will be treated as common plant. (Subsection E).

70. Ameren Missouri's plan for financing the Project is addressed in this Application above. (Subsection (F)).

71. The Project is contemplated by the Company's new Preferred Resource Plan submitted to the Commission on June 22, 2022, in File No. EO-2022-0362. (Subsection (G)).

72. The Project was selected as part of the 2022 request for proposal process as discussed by witness Wibbenmeyer. (Subsection (H)). Because the Company is not constructing the Project itself but is contracting to acquire it through a BTA, any competitive bidding for design, engineering, procurement, construction management, and construction is the responsibility of the Project developer. (Subsection (H))

73. Split Rail Solar Project will be operated and maintained in the same manner and fashion as all of Ameren Missouri's existing generation is operated, including its existing renewable generation. More specifically, Split Rail Solar Project will be operated by Ameren Missouri, with the operation of the facility managed by the Ameren Missouri Energy Management & Trading group similarly to the Company's other large-scale renewable generators such as the Atchison County and High Prairie wind farms, and the O'Fallon and Montgomery solar facilities. (Subsection (I)).

74. Ameren Missouri prepares and maintains emergency action plans for each of its energy centers and will prepare emergency action plans, which will include plans for restoration of safe and adequate service after significant, unplanned/forced outages at a future date closer to the time when the Project is nearing commercial operation. The plans for the Split Rail Solar Project will include communications and response strategies related to natural disasters and other major events. (Subsection (J)). Ameren Missouri requests a variance from the provisions of 20 CSR 4240-20.045(6)(J) allowing it to submit its overview of plans for restoration of safe and adequate service after significant, unplanned/forced outages closer to the time when Split Rail will commence commercial operations.

75. Other than a short interconnection line, the Project does not include transmission voltage lines or transmission substations. The developer has all property rights for the interconnection line and no other landowners are directly affected by electric transmission line routes or transmission substation locations related to the Project proposed in this Application. (Subsection (K)).

b. Cass County Solar Project

76. The Project site is described in detail in Exhibit B (Site Information) of Exhibit N (the Cass County EPC Project), which is Schedule SW-D4 attached to Company witness Wibbenmeyer's testimony. (Subsection (A)).

77. Because the Cass County Solar Project is located in Illinois, Subsection (B) is inapplicable to this project.

78. Specifications for the Project can be found in the Scope of Work which is a part of Schedule SW-D4 of Company witness Wibbenmeyer's Direct Testimony. Drawings for the Project can also be found in that Scope of Work. The Cass County Solar Project is estimated to cost *** _____ ***. The operational features of the asset once it is fully operational and used for service are discussed by witness Wibbenmeyer in his Direct Testimony (Subsection C).

79. Construction on the Project is expected to begin in Q4 2023, and the Project is expected to be fully operational by Q4 2024. (Subsection (D))

80. The Project's components including fencing, security systems, roads, select transformers, and the control house will be treated as common plant. (Subsection I).

81. Ameren Missouri's plan for financing the Project is addressed in this Application above. (Subsection (F)).

82. The Project is contemplated by the Company's new Preferred Resource Plan submitted to the Commission on June 22, 2022, in File No. EO-2022-0362. (Subsection (G)).

83. The Project was selected as part of the 2020 request for proposal process as discussed by witness Wibbenmeyer. Because the Company is not constructing the Project itself but is contracting to acquire through a PSA that comes with an EPC contract, any competitive

bidding for design, engineering, procurement, construction management, and construction is the responsibility of the Project developer. (Subsection (H)).

84. The Project will be operated and maintained in the same manner and fashion as all of Ameren Missouri's existing generation is operated, including its existing renewable generation. More specifically, the Project will be operated by Ameren Missouri, with the operation of the facility managed by the Ameren Missouri Energy Management & Trading group similarly to the Company's other large-scale renewable generators such as the Atchison County and High Prairie wind farms, and the O'Fallon and Montgomery solar facilities. (Subsection (I)).

85. Ameren Missouri prepares and maintains emergency action plans for each of its energy centers and will prepare emergency action plans, which will include plans for restoration of safe and adequate service after significant, unplanned/forced outages at a future date closer to the time when the Project is nearing commercial operation. The plans for the Cass County Solar Project will include communications and response strategies related to natural disasters and other major events. (Subsection (J)). Ameren Missouri requests a variance from the provisions of 20 CSR 4240-20.045(6)(J) allowing it to submit its overview of plans for restoration of safe and adequate service after significant, unplanned/forced outages closer to the time when the Project will commence commercial operations.

86. Other than a short interconnection line, Cass County Solar Project does not include transmission voltage lines or transmission substations. The developer has all property rights for the interconnection line and no other landowners are directly affected by electric transmission line routes or transmission substation locations related to the Project proposed in this Application. (Subsection (K)).

c. Vandalia Solar Project

87. The Project site is described in detail in Exhibit 1 (the Owner's Specifications) attached to Amendment No. 1 to the EPC agreement, which is a part of Schedule SW-D6 attached to Company witness Wibbenmeyer's testimony. (Subsection (A)).

88. A list of all electric, gas, and telephone conduit, wires, cables, and lines of regulated and nonregulated utilities, railroad tracks, and each underground facility as defined in Section 319,015, RSMo, which the proposed construction will cross is provided in Application Schedule D. (Subsection (B)).

89. Specifications for the Project can be found in Exhibit 1 (the Owner's Specifications) attached to Amendment No. 1 to the EPC agreement, which is a part of the Owner's Schedule SW-D6 of Company witness Wibbenmeyer's Direct Testimony. Drawings for the Project can also be found in Schedule SW-D6 of Company witness Wibbenmeyer's Direct Testimony. The Vandalia Solar Project will cost an estimated *** _____ ***. The operational features of the asset once it is fully operational and used for service are discussed by witness Wibbenmeyer in his Direct Testimony. (Subsection C).

90. Construction on the Project is expected to begin in Q2 2024 and the Project is expected to be fully operational by Q4 2025. (Subsection (D))

91. The Project's components including fencing, security systems, roads, select transformers, and the control house will be treated as common plant. (Subsection E).

92. Ameren Missouri's plan for financing the Project is addressed in this Application above. (Subsection (F)).

93. The Project is contemplated by the Company's new Preferred Resource Plan submitted to the Commission on June 22, 2022, in File No. EO-2022-0362. (Subsection (G)).

94. As described in Wibbenmeyer's direct testimony, Ameren Missouri used a competitive bidding process to solicit bids from potential contractors who have experience and knowledge to construct the Project. (Subsection (H)).

95. The Vandalia Solar Project will be operated and maintained in the same manner and fashion as all of Ameren Missouri's existing generation is operated, including its existing renewable generation. More specifically, the Project will be operated by Ameren Missouri, with the operation of the facility managed by the Ameren Missouri Energy Management & Trading group similarly to the Company's other large-scale renewable generators such as the Atchison County and High Prairie wind farms, and the O'Fallon and Montgomery solar facilities. (Subsection (I)).

96. Ameren Missouri prepares and maintains emergency action plans for each of its energy centers and will prepare emergency action plans, which will include plans for restoration of safe and adequate service after significant, unplanned/forced outages at a future date closer to the time when the Projects are nearing commercial operations. The plans for the Vandalia Solar Project will include communications and response strategies related to natural disasters and other major events. (Subsection (J)). Ameren Missouri requests a variance from the provisions of 20 CSR 4240-20.045(6)(J) allowing it to submit its overview of plans for restoration of safe and adequate service after significant, unplanned/forced outages closer to the time when the Project will commence commercial operations.

97. The Vandalia Solar Project does not include transmission voltage lines or transmission substations. No other landowners are directly affected by any electric transmission line routes or transmission substation locations related to the Project proposed in this Application. (Subsection (K)).

d. Bowling Green Solar Project

98. The Project site is described in detail in Exhibit I (the Owner's Specifications) to the Bowling Green EPC contract, which is Schedule SW-D8 attached to Company witness Wibbenmeyer's testimony. (Subsection (A)).

99. A list of all electric, gas, and telephone conduit, wires, cables, and lines of regulated and nonregulated utilities, railroad tracks, and each underground facility as defined in Section 319,015, RSMo, which the proposed construction will cross is provided as Application Schedule E (Subsection (B)).

100. Specifications for the Project can be found in in Exhibit I (the Owner's Specifications) to the Bowling Green EPC contract, which is Schedule SW-D8 of Company witness Wibbenmeyer's Direct Testimony. Drawings for the Project can also be found in those Owner's Specifications. The Bowling Green Solar Project will cost an estimated *** _____ ***. The operational features of the asset once it is fully operational and used for service are discussed by witness Wibbenmeyer in his Direct Testimony. (Subsection (C))

101. Construction on the Project is expected to begin in Q2 2024 and is expected to reach substantial completion in Q1 2026. (Subsection (D))

102. The Project's components including fencing, security systems, roads, select transformers, and the control house will be treated as common plant. (Subsection (E)).

103. Ameren Missouri's plans for financing the Project is addressed in this Application above. (Subsection (F)).

104. The Project is contemplated by the Company's new Preferred Resource Plan submitted to the Commission on June 22, 2022, in File No. EO-2022-0362. (Subsection (G)).

105. As described in Wibbenmeyer's Direct Testimony, Ameren Missouri used a competitive bidding process to solicit bids from potential contractors who have experience and knowledge to construct the project. (Subsection (H)).

106. The Bowling Green Solar Project will be operated and maintained in the same manner and fashion as all of Ameren Missouri's existing generation is operated, including its existing renewable generation. More specifically, the Project will be operated by Ameren Missouri, with the operation of the facility managed by the Ameren Missouri Energy Management & Trading group similarly to the Company's other large-scale renewable generators such as the Atchison County and High Prairie wind farms, and the O'Fallon and Montgomery solar facilities. (Subsection (I)).

107. Ameren Missouri prepares and maintains emergency action plans for each of its energy centers and will prepare emergency action plans, which will include plans for restoration of safe and adequate service after significant, unplanned/forced outages at a future date closer to the time when the Projects are nearing commercial operations. The plans for the Bowling Green Solar Project will include communications and response strategies related to natural disasters and other major events. (Subsection (J)). Ameren Missouri requests a variance from the provisions of 20 CSR 4240-20.045(6)(J) allowing it to submit its overview of plans for restoration of safe and adequate service after significant, unplanned/forced outages closer to the time when the Project will commence commercial operations.

108. The Bowling Green Solar Project does not include transmission voltage lines or transmission substations. No other landowners are directly affected by any electric transmission line routes or transmission substation locations related to the Project proposed in this Application. (Subsection (K)).

III. OTHER REQUIREMENTS

109. Per the Third Stipulation and Agreement filed in File No. EA-2019-0021, Ameren Missouri is providing in its workpapers a transmission capital cost and capacity factor sensitivity analyses, including a “worst-case” scenario, since this Application involves a wind or solar project interconnected at the transmission level.

WHEREFORE, Ameren Missouri respectfully requests that the Commission issue a final order:

- Granting CCNs under subsection 1 of Section 393.170¹ authorizing Ameren Missouri to construct, install, own, operate, maintain, and otherwise control and manage each of the four Projects pursuant to, as applicable, the BTA for the Split Rail Solar Project and the PSA for the Cass County Solar Project, as the owner of said projects once the project companies for each are acquired, and as the owner of the Vandalia and Bowling Green Solar Projects;
- Authorizing Ameren Missouri to engage in the transactions by which Ameren Missouri will construct and finance the four Projects as explained in this Application and in Company witness Wibbenmeyer’s Direct Testimony;
- Authority under Section 393.190.1 to complete the mergers of Split Rail Solar Energy, LLC and Cass County Solar, LLC into Ameren Missouri, with Ameren Missouri to be the survivor, after acquisition by Ameren Missouri of each of said project companies, as explained further herein and as outlined in greater detail in the Direct Testimony of Company witness Scott Wibbenmeyer.
- A variance from the requirement in 20 CSR 4240-20.045(3)(C) so that as-built drawings for each Solar Project can be supplied after exercise of authority under the CCNs consistent with the condition related to as-built drawings adopted by the

Commission in File No. EA-2022-0245 with a minor modification to reflect different nomenclature in the applicable agreements for the Projects that are the subject of this

Application as follows:

Ameren Missouri shall file with the Commission as-built drawings for the Project within 100 days after the “Final Completion Date or Final Acceptance Date,” as defined in the, as applicable, BTA, PSA, or EPC agreement, provided that if developer/contractor is excused under the terms of the agreement from providing certain as-built drawings by that deadline, Ameren Missouri will file such as-built drawings within ten (10) days after receipt thereof. Ameren Missouri will notify the Staff of the Commission within ten (10) days after the Final Completion Deadline or Final Acceptance Date if there are any as-built drawings for which developer/contractor was excused from delivering by that deadline;

- A variance from the requirement in 20 CSR 4240-20.045(6)(J) so that the Company's plans for restoration of safe and adequate service can be provided closer to the time when each Solar Project will commence commercial operations also consistent with the condition relating to this requirement adopted by the Commission in File No. EA-2022-0245;
- Issuance of a Commission order granting the relief requested in this Application by January 17, 2024, so that the Projects can be timely constructed; and
- For such other and further relief as may be appropriate.

Respectfully submitted,

/s/ James B. Lowery

James B. Lowery, Mo. Bar #40503

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



State of Missouri
John R. Ashcroft Secretary of State
Corporations Division
PO Box 778 / 600 W.Main St., Rm. 322
Jefferson City, MO 65102

Renewal of Fictitious Name

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417,RSMo)

Submission Type Renewal
Reference Number SR123305
Receipt Number TR344755

The undersigned is doing business under the following name and at the following address:

Business name: Ameren Missouri **Charter #** X001230414
Existing Address: One Ameren Plaza, 1901 Chouteau Avenue, St. Louis, Missouri, 63103, United States

Owner Information:

If a business entity is an owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed. Please attach a separate page for more than three owners. The parties having an interest in the business, and the percentage they own are:

Name of Owners, Individual or Business Entity	Charter # Required If Business Entity	City and State	If Listed, Percentage of Ownership Must Equal 100%
UNION ELECTRIC COMPANY	00040441	1901 Chouteau Avenue, St. Louis, Missouri, 63103, United States	100.0000

In Affirmation thereof, the facts stated above are true and correct:

The undersigned believes the statements presented in this filing are true and correct to the best of their knowledge and belief, they are subject to the penalties provided under section 575.040 RSMo. for making a false declaration under Section 575.060 RSMo

The undersigned agrees and represents that he/she is authorized to execute this document

Name Craig W. Stensland On Behalf of UNION ELECTRIC COMPANY
Title Owner
Date 09/11/2020

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

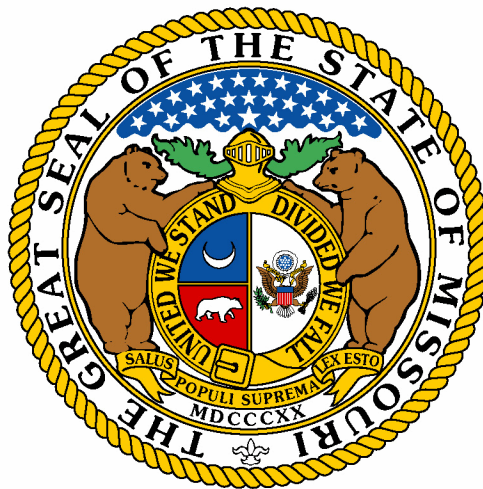
I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

UNION ELECTRIC COMPANY
00040441

was created under the laws of this State on the 21st day of November, 1922, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 13th day of June, 2023.


Secretary of State



Certification Number: CERT-06132023-0068

List of utilities crossed - Split Rail:

<u>Company</u>	<u>Utility</u>
Cuivre River Electric Cooperative, Inc.	electric
Missouri Edison Company	electric
Union Electric Company	electric
ATT DISTRIBUTION	telecommunications
ATT TRANSMISSION	telecommunications
MONTGOMERY COUNTY PWSD 1	water
CITY OF WARRENTON PUBLIC WORKS	water
AMEREN MISSOURI GAS	gas
LEVEL 3 NOW CENTURYLINK	telecommunications
CENTURY LINK	telecommunications
CHARTER COMMUNICATIONS	telecommunications
AMEREN MISSOURI ELECTRIC	electric
MNA-BLUEBIRD	telecommunications

Please note that this list reflects potential crossings and all crossings will be confirmed during final design and construction.

List of utilities crossed - Vandalia:

<u>Company</u>	<u>Utility</u>
Consolidated Electric Co-Op	electric
Allied Telephone Company	telephone
Gulf Central Pipeline Company	gas

List of utilities crossed - Bowling Green:

<u>Company</u>	<u>Utility</u>
Union Electric	electric - transmission
Union Electric	gas
Union Electric	Sewer
Union Electric	Water
Ralls County Cooperative	electric - distribution

VERIFICATION

The undersigned, being first duly sworn and upon his oath, hereby states that the foregoing *Application* is true and correct to the best of his knowledge, information, and belief.

This request is substantially consistent with the preferred resource plan required by 20 CSR 4240-Chapter 22.

/s/ Ajay K. Arora
Ajay K. Arora,
Vice-President & Chief Renewables
Development Officer
Union Electric Company d/b/a Ameren Missouri

CERTIFICATE OF SERVICE

The undersigned certifies that true and correct copies of the foregoing was served on the Staff of the Missouri Public Service Commission and the Office of the Public Counsel via electronic mail (e-mail) on this 16th day of June, 2023.

/s/ James B. Lowery
James B. Lowery