

**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 Approval) **File No. ET-2020-0022**
to Expand Its Community Solar Pilot Program)
and Associated Tariff.)

STAFF RECOMMENDATION TO SUSPEND TARIFF SHEETS

COMES NOW Staff of the Missouri Public Service Commission (“Staff”), by and through Staff Counsel’s Office, and files this Staff Recommendation To Suspend Tariff Sheets Of Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri”) To Expand Its Community Solar Pilot Program (“Pilot Program”). Staff requests that the Commission suspend the Tariff Sheets filed by Ameren Missouri on November 25, 2019, ninety (90) days, from December 25, 2019, until March 25, 2020. Under Section 393.150.1 RSMo. 2016, the Commission may suspend the operation and defer the use of a schedule filed by an electrical corporation stating a new form of agreement or practice relating to any rate, charge or service, but not for a period longer than one hundred and twenty days beyond when such schedule would otherwise have gone into effect. Pursuant to 20 CSR 4240-2.065, attached hereto as Exhibit 1, is a copy of the Tariff Sheets in question. In support thereof, Staff states as follows:

1. On November 25, 2019, Ameren Missouri filed an Application and associated Tariff Sheets with a thirty (30) days effective date to expand its Community Solar Pilot Program. In File No. EA-2016-0207, the Commission approved Ameren Missouri's Community Solar Pilot Program and associated Tariff Sheets, and granted Ameren Missouri a certificate of convenience and necessity for its St. Louis Lambert International Airport solar generation facility.

2. Ameren Missouri by its Application requests that the Commission approve expansion of the Community Solar Pilot Program and the accompanying Tariff Sheets. The one (1) megawatt Pilot Program was fully subscribed within two (2) months, and a wait list of interested customers was created. Ameren Missouri related that that the wait list continues to grow, approaching a level large enough to fully subscribe an additional two (2) megawatt Community Solar facility. However, Ameren Missouri seeks to increase the Pilot Program capacity to approximately six (6) megawatts.

3. Ameren Missouri states it will file an application for a certificate of convenience and necessity ("CCN") at a later date for the new solar generation facility(ies).

4. Ameren Missouri states it needs the expanded Pilot Program and Tariff Sheets to be approved in order to begin transferring customers on the wait list and otherwise obtain subscribers and develop facility(ies) parameters.

5. On November 26, 2019, the Commission issued an Order And Notice setting December 12, 2019 as the time no later than which Staff should file a Recommendation with the Commission.

6. Staff does not necessarily have any serious concerns about Ameren Missouri's filing, but Staff does have questions which require adequate time for discovery and resolving any outstanding procedural questions. Staff has submitted a number of data requests to Ameren Missouri to date. Staff may have additional data requests for Ameren Missouri based upon the responses it receives from Ameren Missouri to its existing data requests. Ameren Missouri identifies in its Application by paragraph number commitments from the Non-Unanimous Stipulation And Agreement and the Second Amended Stipulation And Agreement in File No. EA-2016-0207,

which it states it has honored and will extend its commitment to honor. Once Staff is able to review and consider Ameren Missouri's data request responses and consider Ameren Missouri's commitments, then it will be able to determine its Recommendation to the Commission.

7. As a consequence of the instant Staff request for time to conduct discovery and address certain procedural questions it has, Staff moves the Commission to extend the effective date of the Tariff Sheets filed December 12, 2019, by suspension for ninety (90) days to March 25, 2020. Section 393.150.1 RSMo.

WHEREFORE Staff hereby files its Staff Recommendation to Suspend Tariff Sheets, and states it will file its Recommendation as soon as possible once it is able to conduct discovery and address any outstanding procedural questions. Thus, Staff requests that the Commission suspend the Tariff Sheets filed by Ameren Missouri on November 25, 2019, ninety (90) days, from December 25, 2019, until March 25, 2020.

Respectfully submitted,

/s/ Steven Dottheim

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record in File No. ET-2020-0020 this 12th day of December, 2019.

/s/ Steven Dottheim



November 25, 2019

Mr. Morris Woodruff
Secretary of the Commission
Missouri Public Service Commission
200 Madison Street, Suite 100
Jefferson City, MO 65102-0360

Dear Mr. Woodruff:

The tariff sheets listed below issued by Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or "the Company") were filed as a revision of Schedule No. 6, Schedule of Rates for Electricity, on November 25, 2019:

<u>Filed</u>	<u>Canceling</u>
2nd Revised Sheet No. 158	1st Revised Sheet No. 158
2nd Revised Sheet No. 158.1	1st Revised Sheet No. 158.1
Original Sheet No. 158.2	
Original Sheet No. 158.3	

These tariff sheets are being issued November 25, 2019 to become effective on and after December 25, 2019.

Consistent with the application filed by Ameren Missouri in File No. ET-2020-0022, the revised and original tariff sheets request approval to expand its Community Solar Pilot Program. The expanded Program will allow more customers to voluntarily subscribe to the Program supporting the development of additional solar facilities in Missouri.

Sincerely,

Wendy K. Tatro

Wendy K. Tatro
Director and Assistant General Counsel

MO.P.S.C. SCHEDULE NO. 6 2nd Revised SHEET NO. 158

CANCELLING MO.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 158

APPLYING TO MISSOURI SERVICE AREA

COMMUNITY SOLAR PILOT PROGRAM

PURPOSE

The purpose of the Community Solar Pilot Program (Program) is to examine the interest of customers in an opportunity to subscribe to a designated solar resource (Resource) within the Company's Missouri service territory.

PROGRAM DESCRIPTION

Program participants will subscribe to and enroll in the Program and by doing so, agree to pay for Solar Blocks of 100 kilowatt-hour (kWh) each that will replace an equivalent kWh amount of electricity they receive from their standard class of service.

AVAILABILITY

Electric service under this Program is only available to full service electric customers currently served by the Company. Customers can replace up to 50% of their average annual energy usage. Customers must qualify for service under either Company Service Classification Residential Service 1(M) or Small General Service 2(M). Customers will be deemed ineligible for the Program if they have received a disconnection notice within twelve (12) months preceding their application.

Participants will be enrolled on a first-come, first-served basis. Participants can enroll or cancel subject to the Program Provisions and Special Terms. Service hereunder is provided through one meter to one end-use customer and may not be redistributed or resold.

DEFINITIONS

Solar Block - 100 kWh of solar energy per billing month. The number of blocks available will be determined by the total estimated average annual production over the life of the Resource.

Solar Availability Bank - The number of Solar Blocks available for subscription in any given month, for a specific Resource, based on the estimated average annual production over the life of the Resource minus Solar Blocks covered by existing subscriptions.

Term of Enrollment - The enrollment term shall expire October 13, 2021.

Program Term - The program term shall be 25 years from the date of the Resource being placed into service.

SOLAR BLOCK MONTHLY CHARGES

Subject to the Program Provisions and Special Terms set forth below:

Solar Block Charges for a 100 kWh Block

<u>Service Classification</u>	<u>Residential Service 1 (M)</u>	<u>Small General Service 2 (M)</u>
Solar Generation Charge	\$ 10.78	\$ 10.78
Total Facilities Charge	\$ 3.17	\$ 2.31
Total Solar Block Charge	\$ 13.95	\$ 13.09

DATE OF ISSUE November 25, 2019 DATE EFFECTIVE December 25, 2019

ISSUED BY Michael Moehn President St. Louis, Missouri
 NAME OF OFFICER TITLE ADDRESS

MO.P.S.C. SCHEDULE NO. 6 2nd Revised SHEET NO. 158.1

CANCELLING MO.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 158.1

APPLYING TO MISSOURI SERVICE AREA

COMMUNITY SOLAR PILOT PROGRAM (Cont'd.)

MONTHLY BILL

All terms and conditions of the customer's applicable standard service classification tariff shall apply to this Program with the following exception:

The Solar Blocks supplied under this Program, pursuant to the customer's subscribed amount, will replace an equal amount of kWh the customer would otherwise be billed under their Energy Charge and Energy Efficiency Program Charge.

All other usage-based charges in the customer's applicable tariff schedule will be billed at the actual metered electricity usage.

TERM OF ENROLLMENT

Once a Resource has been placed in service under this Program, enrolled customers that also receive service under this tariff may continue said service for the Program Term unless they cancel service under the program, and new customers will be allowed to receive service under the Program to the extent there exists a Solar Availability Bank for a given Resource.

If more than one Resource exists under the Program, the remaining length of the Program Term will depend on the Resource that is assigned to an individual participant. In the event there are available Solar Blocks in the Solar Availability Bank for more than one Resource, the Resource with the shorter remaining Program Term will be assigned first.

This tariff shall immediately become void, and the Company shall have no further obligations or liabilities hereunder, if any term or terms of this Program are determined to be discriminatory or otherwise unlawful by a court of competent jurisdiction.

PROGRAM PROVISIONS AND SPECIAL TERMS

1. Qualifying customers are eligible to subscribe to at least one (1) Solar Block, regardless of their annual usage, as long as they meet all other provisions.
2. In any given billing month, an unused Solar Block or portion of a Solar Block subscribed by customer will not be carried over into any subsequent billing month.
3. All rights to the solar renewable energy certificates (SREC) associated with the generation output of the Resource(s) will be owned by the Company and will be retired on behalf of participants.
4. Enrollment; Participation Fee; Commitment:
 - a. The Program will result in the construction of up to 9,100 solar blocks of Resources, if there are sufficient subscriptions to support the Resources. Customers enrolling in the Program will be assigned to the Resources until such time as all of the Solar Blocks for the Resource are subscribed, and upon enrollment such customers shall pay a Program participation fee of \$25 per block. Collected Program participation fees will be treated by the Company as a Contribution in Aid of Construction upon construction of the Resource.

DATE OF ISSUE November 25, 2019 DATE EFFECTIVE December 25, 2019

ISSUED BY Michael Moehn President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

COMMUNITY SOLAR PILOT PROGRAM (Cont'd.)

PROGRAM PROVISIONS AND SPECIAL TERMS (Cont'd.)

- b. On and after the date the Company commits to construct the Resource, which commitment shall occur upon the Company posting its commitment on its website and sending an e-mail, if available, or by letter, announcing its commitment to the enrollees assigned to the Resource, said enrollees will be obligated to participate in the Program and pay the charges thereunder for a term of two years after the Resource's in-service date, unless the customer no longer takes service from the Company. Until said committal date, an enrollee may withdraw from the Program via the Company's website or by calling the Company's toll-free customer service line and shall receive a refund of the enrollee's Program participation fee.
 - c. Any enrollee from whom a Program participation fee has been collected who has not received service from the Resource by the earlier of (i) the date the Company commits to the Resource, or (ii) October 13, 2021, will be refunded the Program participation fee.
 - d. Customers may enroll in the Program via the Company's website or by calling the Company's toll-free customer service line after the Company has committed to build the Resource, and throughout the Program's operation, during any period when there exists a Solar Availability Bank, without paying a Program participation fee. The Company will maintain a waiting list of customers interested in enrolling in the Program during periods when there is no Solar Availability Bank, and will notify customers on the waiting list via e-mail or letter when the Bank becomes available.
5. The Solar Generation Charge associated with the Solar Block will be capped for Program Term at the initially offered level, but may decrease if incremental capacity additions to or retirements from the Resources occur and result in a lower aggregate functionalized generation cost of all Resources placed in service under this Program. The Total Facilities Charge will be subject to adjustment in each general rate case during the applicable Program Term.

MO.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 158.3

CANCELLING MO.P.S.C. SCHEDULE NO. _____

SHEET NO. _____

APPLYING TO MISSOURI SERVICE AREA

COMMUNITY SOLAR PILOT PROGRAM (Cont'd.)

PROGRAM PROVISIONS AND SPECIAL TERMS (Cont'd.)

6. Where an additional Resource is added to the Program, the levelized cost of the new Resource will be averaged with the remaining levelized cost of existing Resource to determine the new fixed levelized cost that determines the Solar Generation Charge and contributes to the total cost of the Solar Block. This change would apply to all subscribers under the Program.
7. Payments for Solar Blocks will be due no later than the due date shown on the bill and will be incorporated into the customer's standard billing cycle.
8. Any customer being served or having been served on this Program waives all rights to any billing adjustments arising from a claim that the customer's service would be at a lower cost had the customer not participated in the Program for any period of time.
9. If a customer moves to another location within the Company's Missouri service territory the customer's subscription will also transfer.
10. Subscription cancelations will result in available Solar Blocks going back into the Solar Availability Bank. Any surplus of kWh from Solar Blocks will be forfeited back into the Solar Availability Bank without any monetary reimbursement to subscriber.
11. After the expiration of any two-year commitment as provided for in paragraph 4.B, customers that subscribe will continue as Program participants until they cancel their subscription or the Program is terminated, whichever occurs first. For enrollments occurring 20 or more days before a customer's next billing cycle, enrollment fees or refunds of participation fees, if otherwise allowed hereunder, shall be charged or credited, as appropriate, via the customer's bill in that next billing cycle; otherwise, in the second billing cycle after enrollment or withdrawal.
12. Any customer who terminates Program participation must wait three (3) months after the first billing cycle without a subscription to re-enroll in the Program.
13. Customers with Net Metering agreements or Time-of-Day Service are ineligible for the Program.

GENERAL RULES AND REGULATIONS

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Program.

5 DATE OF ISSUE	<u>November 25, 2019</u>	DATE EFFECTIVE	<u>December 25, 2019</u>
ISSUED BY	<u>Michael Moehn</u>	<u>President</u>	<u>St. Louis, Missouri</u>
	NAME OF OFFICER	TITLE	ADDRESS