

**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-2024-0212  
And Approval and a Certificate of Public                                )  
Convenience and Necessity.    )

**UNANIMOUS STIPULATION AND AGREEMENT**

**COME NOW** 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 Consumers Council of Missouri (collectively the “Signatories”), present this *Stipulation and Agreement* (“Stipulation”) to the Missouri Public Service Commission (“Commission”) for its approval. The Office of Public Counsel has authorized the Signatories to indicate that it does not object to this Stipulation.

**BACKGROUND**

1. In File No. ER-2021-0240, the Company filed tariffs to implement a permanent Community Solar Program ("Program"). A Stipulation and Agreement resolving that case, was approved by the Commission.

2. On May 24, 2024, Ameren Missouri filed an application ("*CCN 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 (“the Project”), to become the first Resource under the Company's permanent Community Solar Program.

3. The Project will include a solar generating asset consisting of approximately 7.0 MW alternating current of single-axis, ground-mounted, tracking photovoltaic panels and associated facilities in Montgomery County, Missouri.

4. In paragraph 16 of the *CCN Application*, the Company explained that, as of April 2024, over 85% of the Project's planned capacity was subscribed. As of this filing, the Company represents over 90% of the Project planned capacity is subscribed.

5. On August 29, 2024, Staff filed its Recommendation finding that Ameren Missouri met the initial filing requirements for the *Application*,<sup>1</sup> concluding that all five Tartan criteria are met,<sup>2</sup> and recommending approval of the *Application*, subject to seven conditions.<sup>3</sup>

6. The Signatories have come to an agreement on the reasonable and necessary conditions for the Project CCN as set forth below.<sup>4</sup>

### **SPECIFIC TERMS AND CONDITIONS**

7. 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.

8. The Signatories agree that Staff's proposed condition 1,<sup>5</sup> should be addressed as follows:

Ameren Missouri agrees to change paragraph 13 of its CSP Rider to include the addition in red line:

13. The cost associated with any unsubscribed portion of Program Resources will not be included in the revenue requirement used to establish base rates if subscriptions cover at least 50 percent of Program Resources. The cost to the subscribers shall be the same as

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<sup>1</sup> File No. EA-2024-0212, Staff Report, issued August 29, 2024, at para. 3, p. 2.

<sup>2</sup> *Id.*

<sup>3</sup> *Id.* at para. 6, pp. 3-4.

<sup>4</sup> The Commission may "impose such condition or conditions as it may deem reasonable and necessary" on a CCN under Section 393.170(3), RSMo.

<sup>5</sup> Staff Proposed Condition 1: Ameren Missouri agrees to include tariff language such that in the event that the *Project* is subscribed to at least the 50% level but less than 100%, the cost to the customer shall be the same as if the *Project* was fully subscribed, leaving Ameren Missouri's shareholders to pay for any deficit.

if the Program Resource was fully subscribed. If subscriptions cover less than 50 percent of Program Resources, then the cost associated with the unsubscribed portion below 50 percent of Program Resources will be included in the revenue requirement used to establish base rates.

9. To address Staff's proposed second, third, and fourth conditions,<sup>6</sup> the Company agrees to use the indicative rate that was provided in the Company's workpaper "New Florence Solar Center Subscriber Model -HC.xmlsl," which is included as Highly Confidential Attachment A to this Stipulation and Agreement, for purposes of continuing to communicate with customers about the Program.<sup>7</sup> The current CSP Tariff will be modified to increase the Program term from 25 years to 30 years, in alignment of the current depreciable life of the solar generating asset. The actual rate under which subscribers will take service will be submitted by the Company in a tariff filing prior to the Project going into service using the same workpaper referenced previously in this paragraph updated with final or near final capital costs associated with the Project.

Additionally, Customers who applied to the program were provided the indicative rate as described in the first option in the paragraph above as part of the application process. Once the CSP tariff is approved, customers who applied to the program will be notified of the filed rate. A customer who has applied to the program may still opt-out of the program prior to the first billing cycle.

The Company further commits that, prior to filing any CCN application for a resource to be included in the Program that would bring the total capacity in the Program to a total nameplate

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<sup>6</sup> Staff Proposed Condition 2: Develops conservative "not-to-exceed" rates that are expected to recover the entire revenue requirement associated from the facility, from participants, in each year of the program term; Staff Proposed Condition 3: Provides the conservative "not-to-exceed rate" to the waitlist customers, and any prospective customers, requesting feedback on the impact of the status of their expected subscription status; and Staff Proposed Condition 4: Provides the Commission, and Staff, documentation of the calculation of the conservative "not-to-exceed" rate and the subsequent total waitlist subscription level based upon customer feedback on subscription status.

<sup>7</sup> Solar Generation Rate of \$0.0936 /kWh If the actual New Florence project cost exceeds the assumed cost, the company will have to use the same method to calculate the appropriate rate.

rating of 50 MW or higher, the Company will conduct and provide to Staff a study of any accounting techniques that can be identified, such as but not limited to use of regulatory deferrals and/or amortizations, that would reduce the magnitude of any transient revenue requirement impacts that may arise from the use of a levelized cost of the resource for pricing the subscriptions to the Program. The Company will not defer the cost incurred for any such study for future recovery.

10. As noted above, The Company's actual subscriber level as of this filing, is approximately 90%.<sup>8</sup> This addresses Staff Proposed Condition 5 which states Ameren Missouri demonstrate "that the expected subscription level exceeds the 70%, equivalent to 4.9 MW of the expected generation capacity of the solar resource.

11. Ameren Missouri agrees to the in-service criteria contained the Staff Memo dated July 30, 2024 and as outlined in Staff Proposed Condition 6.<sup>9</sup>

12. Under Staff's seventh condition, Ameren Missouri agrees that it 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.<sup>10</sup>

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<sup>8</sup> As of October 4, 2024, there are 1852 customers on the CSP waitlist with an associated requested solar requirement for 6.3 MW and the New Florence Solar Energy Center is 90% subscribed which is more than the 70% subscription level requirement prior to construction.

<sup>9</sup> Staff Proposed Condition 6: Ameren Missouri agree to use the in-service criteria contained in this memo to determine whether the facility, once constructed, is fully operational and used for service; *see also* pp. 10-11 of the Staff Memo dated July 30, 2024.

<sup>10</sup> Staff Proposed Condition 7: Ameren Missouri agree that any costs associated to the CSP be well recorded and

13. Ameren Missouri agrees to meet with Consumers Council of Missouri, along with any other interested party, to discuss the potential creation of a future community solar pilot project, to be located in an urban or rural area within Missouri that is designated as disadvantaged, and that would leverage federal funding to provide savings on the electric bills of subscribing customers within that community solar pilot project area.

14. The Signatories agree that no other conditions should be imposed on the requested CCN.

15. 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 November 1, 2024.

### **GENERAL PROVISIONS**

16. 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.

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

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isolated from the non-subscribers in future rate cases.

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.

18. 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.

19. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein and resolves all issues in this case.

20. 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/ Jennifer S. Moore*

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**CERTIFICATE OF SERVICE**

The undersigned certifies that true and correct copies of the foregoing was served on counsel for all parties of record via electronic mail (e-mail) on this 9<sup>th</sup> day of October, 2024.

**/s/ Jennifer S. Moore**  
Jennifer S. Moore