

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service
Commission held at its office in
Jefferson City on the 11th day of
February, 2026.

In the Matter of the Application of Union)
Electric Company d/b/a Ameren Missouri)
for Permission and Approval and)
Certificates of Public Convenience and)
Necessity Authorizing it to Construct a New)
Generation Facility and Battery Energy)
Storage System)

Case No. EA-2025-0238

**ORDER APPROVING STIPULATION AND AGREEMENT AND
GRANTING CERTIFICATES OF CONVENIENCE AND NECESSITY**

Issue Date: February 11, 2026

Effective Date: March 13, 2026

This order approves a stipulation and agreement and grants Union Electric Company d/b/a Ameren Missouri Certificates of Convenience and Necessity (CCN) to construct, install, own, operate, maintain and otherwise control and manage an electric generating facility and a battery storage facility to be constructed in Jefferson County, Missouri.

Background

On June 27, 2025, Ameren Missouri filed an application with the Commission requesting CCNs to build an 800-megawatt multi-unit simple cycle natural gas electric generation facility with fuel oil backup capability and a 400-megawatt battery storage facility at the former site of Ameren Missouri's retired Rush Island Energy Center. Ameren Missouri has named these proposed facilities the Big Hollow simple cycle combustion

turbine generator facility (Big Hollow CTG) and the Big Hollow battery energy storage system (Big Hollow BESS) (collectively “Big Hollow Project”).¹

The Commission issued notice and set an intervention deadline. Renew Missouri Advocates (Renew Missouri) and Grain Belt Express LLC (Grain Belt) were granted intervention.²

The Commission held a virtual local public hearing on October 30, 2025, to take public comments on Ameren Missouri’s CCN request.

The Commission scheduled a one-week evidentiary hearing to commence on February 2, 2026.

On January 26, 2026, the Commission canceled the evidentiary hearing based upon the parties’ assertion that they were close to reaching a settlement agreement. On January 29, 2026, Ameren Missouri and the Staff of the Commission (Staff) filed a *Non-Unanimous Stipulation and Agreement* (Agreement) resolving the disputed issues between them. The Office of the Public Counsel and Renew Missouri were not signatories to the Agreement, but the Agreement represents that they do not object to it.

The Agreement

The Agreement provides that the Commission grant CCNs to Ameren Missouri to construct, install, own, operate, maintain, and otherwise control and manage Big Hollow CTG and Big Hollow BESS facilities. Pursuant to the Agreement, Ameren Missouri must comply with specific agreed upon conditions.

¹ The combined forecast Midcontinent Independent System Operator capacity accreditation for the two Big Hollow Projects is 969.9 MW for summer and 948.4 MW for winter. The Big Hollow Project’s capacity exceeds that of Ameren Missouri’s Sioux Energy Center, which Ameren Missouri plans to retire.

² Grain Belt later requested to withdraw as a party and strike its testimony. The Commission granted that request and Grain Belt ceased to be a party on January 13, 2026, prior to the filing of a stipulation and agreement.

Under the Agreement, during Ameren Missouri's next rate case including Big Hollow BESS, it must retain and provide to Staff all supporting eligibility documentation for any investment tax credit provided for in the Inflation Reduction Act. Ameren Missouri will also file quarterly progress reports on the construction of the Big Hollow Project. Specific items Ameren Missouri must include in its reports are detailed in the Agreement attached to this order.

Ameren Missouri shall submit an overview of its plans for restoration of safe and adequate service after significant, unplanned or forced outages within 90 days prior to the date that each Big Hollow Project facility will be placed in-service.

Additionally, pursuant to the Agreement, Ameren Missouri must include specific items and assumptions in its triennial Integrated Resource (IRP) Filings. Specific items to be included in triennial IRP filings are detailed in the Agreement along with other conditions.

Decision

The Commission may grant an electric corporation a certificate of convenience and necessity to operate after determining that the construction and operation are either "necessary or convenient for the public service."³ The Commission articulated the specific criteria to be used when evaluating applications for utility CCNs in the case *In Re Intercon Gas, Inc.*, 30 Mo P.S.C. (N.S.) 554, 561 (1991). The *Intercon* case combined the standards used in several similar certificate cases, and set forth the following criteria: (1) there must be a need for the service; (2) the applicant must be qualified to provide the proposed service; (3) the applicant must have the financial ability to provide the service;

³ Section 393.170.3, RSMo.

(4) the applicant's proposal must be economically feasible; and (5) the service must promote the public interest.⁴

There is a need for the service because these facilities will replace generation lost from recently retired facilities and future facility retirements. and will provide additional dispatchable resources to meet new loads. Ameren Missouri is qualified to construct, manage, and operate the facilities, because Ameren Missouri already operates several generation facilities in Missouri. The proposal is economically feasible because Ameren Missouri has a good credit rating and access to capital. Finally, the service promotes the public interest with the agreed upon conditions.

The Commission concludes that the factors for granting a certificate of convenience and necessity to Ameren Missouri have been satisfied and that it is in the public interest for Ameren Missouri to construct and operate the Big Hollow Project. The Commission also finds the agreed upon conditions reasonable. Consequently, the Commission will grant Ameren Missouri the certificates of convenience and necessity to construct, install, own, operate, maintain and otherwise control and manage the Big Hollow Project subject to the conditions contained in the Agreement.

Where all parties are not signatories to a stipulation and agreement, Commission Rule 20 CSR 4240-2.115(2) allows seven days to object to the stipulation and agreement. If no party files a timely objection to a stipulation and agreement, the Commission may treat it as a unanimous stipulation and agreement. More than seven days have passed since the Agreement was filed, and no party has objected. Therefore, the Commission

⁴ The factors have also been referred to as the "Tartan Factors" or the "Tartan Energy Criteria." See Report and Order, *In re Application of Tartan Energy Company, L.C., d/b/a Southern Missouri Gas Company, for a Certificate of Convenience and Necessity*, Case No. GA-94-127, 3 Mo. P.S.C. 3d 173 (September 16, 1994), 1994 WL 762882, *3 (Mo. P.S.C.).

will treat the Agreement as a unanimous. Finding the Agreement to be a reasonable resolution of all outstanding issues, the Commission will approve the Agreement and direct the signatories to comply with its terms.

THE COMMISSION ORDERS THAT:

1. Ameren Missouri is granted a Certificate of Convenience and Necessity to install, acquire, build construct, own, operate, control, manage and maintain the Big Hollow CTG in Jefferson County, Missouri, pursuant to conditions in the Agreement attached to this order.

2. Ameren Missouri is granted a Certificate of Convenience and Necessity to install, acquire, build construct, own, operate, control, manage and maintain the Big Hollow BESS in Jefferson County, Missouri, pursuant to conditions in the Agreement attached to this order.

3. The Agreement is approved. The signatories are ordered to comply with the terms of the Agreement. The Agreement is attached to this order. The conditions detailed in the Agreement are hereby adopted, and the signatories shall comply with the conditions.

4. Nothing in this order shall be considered a finding by the Commission of the value of a transaction for ratemaking purposes.

5. This order shall become effective on March 13, 2026.



BY THE COMMISSION

Nancy Dippell

Nancy Dippell
Secretary

Hahn, Ch., Coleman, Kolkmeier,
and Mitchell CC., concur.

Clark, Senior Regulatory Law Judge

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of Union Electric)	
Company, d/b/a Ameren Missouri, for Permission)	
and Approval and Certificates of Public Convenience)	
and Necessity Authorizing it to Construct a New)	File No. EA-2025-0238
Generation Facility and Battery Energy Storage)	
System Facility.)	

NON-UNANIMOUS STIPULATION AND AGREEMENT

COME NOW Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or the "Company") and the Staff of the Missouri Public Service Commission ("Staff") (the "Signatories"),¹ and for their Stipulation and Agreement ("Agreement") resolving the Company's *Application* in this case, state as follows:

BACKGROUND

1. On June 26, 2025, Ameren Missouri filed its *Application* which requested a Certificate of Convenience and Necessity ("CCN") for the Big Hollow simple cycle combustion turbine generator facility (the "Big Hollow CTG") and a CCN for the Big Hollow battery energy storage system (the "Big Hollow BESS").²

2. Renew Missouri applied for, and was granted, intervention.³

OPC is also a party to this docket.

3. After several discussions, the Signatories have agreed upon the terms of this Agreement, as set forth herein.

¹ The Office of the Public Counsel ("OPC") and Renew Missouri are not Signatories to this Agreement but have authorized the undersigned counsel to state that they do not oppose the Agreement.

² The Big Hollow CTG and the Big Hollow BESS are sometimes collectively referred to as the "Big Hollow Project."

³ Grain Belt Express, LLC also applied for and was granted intervention but on its own motion, was discharged as a party to this case by Commission order dated January 13, 2026.

AGREEMENTS AMONG THE SIGNATORIES

4. The Signatories agree that, on the terms provided for herein, the Missouri Public Service Commission ("Commission") should grant Ameren Missouri a certificate of convenience and necessity under subsection 1 of Section 393.170 authorizing Ameren Missouri to construct, install, own, operate, maintain, and otherwise control and manage the Big Hollow CTG and Big Hollow BESS facilities.

5. The terms upon which the Signatories have agreed that the CCNs should be granted are as follows:

- a. Ameren Missouri will retain and provide to Staff, during the next rate case proceeding that includes the Big Hollow BESS in rate base, all supporting documentation relied upon by Ameren Missouri for eligibility of the ITC for the project, including but not limited to, FEOC restriction requirements, and any third-party consultant documentation related to the tracking and monitoring the wage and domestic content requirements and ensuring that the wage and domestic content requirements are met.
- b. Ameren Missouri will file quarterly progress reports on the construction of the Big Hollow Project. This report shall include, but not be limited to, (i) updates on permitting, plans, specifications, construction costs and milestone updates, (ii) updates regarding any impacts that Ameren Missouri knows will affect the Big Hollow Project from legislative or executive actions, including tariffs, tax credits and Foreign Entities of Concern implications; (iii) the CWIP balances for the Big Hollow Project with a description and quantification of Big Hollow Project costs incurred with AFUDC calculations; (iv) updates on the construction of MRT's lateral to serve the Big Hollow CTG, including but not

limited to when the Federal Energy Regulatory Commission approves the project, construction begins, construction of the pipeline is complete, construction of the metering station is complete, and Mississippi River Transportation (“MRT”) has placed the lateral in-service ready to serve the Big Hollow CTG, and (v) information on any delays to the construction or anticipated in-service date of the MRT lateral, including any impacts to the Big Hollow CTG and any mitigating actions Ameren Missouri will take as a result.

- c. If the total cost of the Big Hollow CTG or the Big Hollow BESS changes by more than 15% of either the base amount or risk adjusted project costs presented in the direct testimonies of Company witnesses Chris Stumpf and Scott Wibbenmeyer, respectively, Ameren Missouri shall notify the Commission within this docket, and provide a description of the change in cost, the reason for the cost increase and how Ameren Missouri attempted to mitigate that cost change.
- d. If Ameren Missouri elects to utilize construction work in progress (“CWIP”) in rate base for the Big Hollow Project, a request for approval be made to the Commission. In connection with such a request, Ameren Missouri will provide supporting analysis that utilization of CWIP will be less costly than traditional deferral of AFUDC.
- e. When evaluating sites for future BESS facilities, Ameren Missouri will take into consideration the cost and time required to build or upgrade transmission lines and substations at existing sites for the required charge/discharge capability as part of the selection process.

- f. Ameren Missouri shall submit an overview of its plans for restoration of safe and adequate service after significant, unplanned/forced outages within ninety (90) days prior to the date that each Project will be placed in-service, and Ameren Missouri shall submit final plans for restoration of safe and adequate service after significant, unplanned/forced outages no later than sixty (60) days after each Project is placed in-service.
- g. The in-service criteria attached hereto as Exhibit A shall be used in the future rate case where the Big Hollow CTG is considered for inclusion in rate base to determine whether the Big Hollow CTG is fully operational and used for service.
- h. The in-service criteria attached as Exhibit B shall be used in the future rate case where the Big Hollow BESS is considered for inclusion in rate base to determine whether the Big Hollow BESS is fully operational and used for service. The Company agrees to meet with Staff before contracting its next capacity test for a BESS project to discuss whether and to what extent an additional capacity test could be reflected in future BESS supply contracts.
- i. For future triennial IRP filings, Ameren Missouri shall consider and explain alternatives to addressing overall system needs. Specifically:
 - 1. Ameren Missouri shall use alternative resource plans to compare reasonable alternatives to address overall system needs in each year.
 - 2. The company will include alternative resource plans that are similar to the preferred resource plan but alter the timing and resource type for other viable alternative solutions for the near-term system needs and compare the relative costs and benefits of reasonable alternative

resources for meeting overall system needs. Company will provide thorough explanation for the exclusion of alternative generation types to address identified needs.

3. If certain types of resources are restricted in some way (e.g., construction time, permitting requirements, etc.), Ameren Missouri shall describe any such restrictions or other reasons certain resource alternatives cannot be compared.
- j. Ameren Missouri's future triennial IRP filings shall include potential site-specific assumptions to the extent practical, recognizing that 1) specific project selection is often not known until the Company executes its IRP implementation plan (e.g., through a competitive bidding process to fulfill a resource need identified by the Company's IRP), 2) siting assumptions tend to be more definitive in the near term and less definitive in the long term (including access to fuel, resources, and transmission interconnection), and 3) resource cost assumptions tend to be more representative of actual costs in the near term and less representative in the long term.
- k. Ameren Missouri's future triennial IRP filings shall include an evaluation of system reliability under stress conditions (e.g., prolonged storms).
- l. Ameren Missouri's future triennial IRP filings shall include alternative plans to evaluate the effects of potential loss of large loads and provide annual revenue requirement results that can be used by Staff and other stakeholders to perform analysis of future rate impacts.⁴

⁴ Conditions i to l do not apply to Ameren Missouri's quadrennial filings under Section 393.1900

- m. For future CCN cases, if certain types of resources are restricted in some way (e.g., construction time, permitting requirements, etc.), Ameren Missouri shall describe any such restrictions or other reasons certain resource alternatives cannot be compared. This condition shall not apply to CCN applications submitted pursuant to an approved quadrennial IRP under Section 393.1900. Ameren Missouri will provide information that demonstrates why other resources capable of meeting the identified needs are not viable options.
- n. Cost allocation issues related to the Big Hollow Project will be addressed in a future rate case and all parties in such a case may support whatever cost allocations that a party believes is appropriate at that time.
- o. The Company agrees to meet with OPC and Staff at least once to discuss the mitigation efforts it plans to make along with a filed report within 90 days of the effective date of a Commission order approving the CCNs for the Big Hollow CTG and Big Hollow BESS that provides details on the BESS's fire suppression features and incident response plans with first responders.
- p. The Company agrees to add information related to the Big Hollow BESS facility, once operational, into the generation reporting that it provides under Commission rule 20 CSR 4240- 3.190.

GENERAL PROVISIONS OF AGREEMENT

6. This Agreement is being entered into solely for the purpose of settling the issues in this case explicitly set forth above. Unless otherwise explicitly provided herein, none of the Signatories to this Agreement shall be deemed to have approved or

acquiesced in any ratemaking or procedural principle, including, without limitation, any cost-of-service methodology or determination, depreciation principle or method, method of cost determination or cost allocation or revenue-related methodology.

7. This Agreement is a negotiated settlement. Except as specified herein, the Signatories to this Agreement shall not be prejudiced, bound by, or in any way affected by the terms of this Agreement: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Agreement, or in any way condition its approval of same. This Agreement has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission has questions for the Signatories' witnesses or Signatories, the Signatories will make available, at any on-the-record session, their witnesses (if any) and attorneys on the issues resolved by this Stipulation, so long as all Signatories have had adequate notice of that session. The Signatories agree to cooperate in presenting this Stipulation to the Commission for approval, and will take no action, direct or indirect, in opposition to the request for approval of this Stipulation.

8. If the Commission does not approve this Agreement unconditionally and without modification, then this Agreement shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

9. If approved and adopted by the Commission, this Agreement shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Agreement and the operation of this Agreement according to its terms.

10. If the Commission does not approve this Agreement without condition or

modification, and notwithstanding the provision herein that it shall become void, (a) neither this Agreement nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with RSMo. §386.080 or Article V, Section 18 of the Missouri Constitution, and (b) the Signatories shall retain all procedural and due process rights as fully as though this Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Agreement shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

11. If the Commission accepts the specific terms of this Agreement without condition or modification, only as to the settled issues in these cases explicitly set forth above, the Signatories each waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to

§536.500, and their respective rights to judicial review pursuant to §386.510. This waiver applies only to a Commission order approving this Agreement without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Agreement.

12. This Agreement embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein and may be modified by the Signatories only by a written amendment executed by all of the Signatories.

13. Contingent upon Commission approval of this Stipulation without modification, the Signatories hereby stipulate to the admission into the evidentiary record of the Signatories' pre-filed testimony and Staff's Report.

WHEREFORE, the Signatories request the Missouri Public Service Commission issue an order approving the terms and conditions of this Stipulation and Agreement and granting the CCNs for the Big Hollow CTG and Big Hollow BESS facilities.

Respectfully Submitted,

/s/ **James B. Lowery**

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**ATTORNEY FOR THE STAFF OF THE
MISSOURI PUBLIC SERVICE
COMMISSION**

CERTIFICATE OF SERVICE

The undersigned certifies that true and correct copies of the foregoing was served on all parties on record via electronic mail (e-mail) on this 29th day of January, 2026.

/s/ James B. Lowery

Exhibit A

Big Hollow Combustion Turbine Unit In-Service Test Criteria

1. All major construction work is complete.
2. All preoperational tests have been successfully completed.
3. Unit successfully meets all contract operational guarantees.
4. Unit successfully demonstrates its ability to initiate the proper start sequence resulting in the unit operating from zero (0) rpm (or turning gear) to full load when prompted at a location (or locations) from which it is normally operated.
5. If unit has fast start capability, the unit demonstrates its ability to meet the fast start capability.
6. Unit successfully demonstrates its ability to initiate the proper shutdown sequence from full load resulting in zero (0) rpm (or turning gear) when prompted at a location (or locations) from which it is normally operated.
7. Unit successfully demonstrates its ability to operate at minimum load for one (1) hour.
8. Unit successfully demonstrates its ability to operate at or above 95% of nominal capacity for four (4) continuous hours.
9. Unit successfully demonstrates its ability to produce an amount of energy (MWh) within a 72-hour period that results in a capacity factor of at least 50% during the period when calculated by the formula: capacity factor = (MWh generated in 72 hours) / (nominal capacity x 72 hours).
10. Sufficient transmission interconnection facilities shall exist for the total plant design net electrical capacity at the time the unit is declared fully operational and used for service.
11. Sufficient transmission facilities shall exist for the total plant design net electrical capacity from the generating station into the utility service territory at the time the unit is declared fully operational and used for service.
12. If unit has dual fuel capability, the unit successfully demonstrates its ability to start on the back up/secondary fuel as described in Item No. 4.
13. If unit has dual fuel capability, the unit successfully demonstrates its ability to transfer between the two fuels while online.

Big Hollow SCR In-Service Criteria

1. All major construction work is complete.
2. All preoperational tests have been successfully completed.
3. Unit successfully meets all contract operational guarantees.
4. The equipment shall be operational and demonstrate its ability to operate at a NO_x reduction to 2 ppmvd at 15% O₂ or less over a continuous four (4) hour period while

the generating unit is operating at or above 95% of its design load.

5. The equipment shall also demonstrate its ability to operate at a NO_x reduction of less than or equal to 2 ppmvd at 15% O₂ over a continuous four (4) hour period while the generating unit is operating at or above 80% of its design load.
6. Continuous emission monitoring systems (CEMS) are operational and demonstrate the capability of monitoring the NO_x emissions to satisfy the parameters listed in items four (4) and five (5) above.

Exhibit B

Lithium-Ion Battery Energy Storage System (BESS)

Proposed In-Service Criteria

1. All major construction work is complete.
2. All preoperational tests have been successfully completed.
3. Facility successfully meets contract operational guarantees that are necessary for satisfactory completion of all other items in this list.
4. The facility demonstrated the ability to stop and start both charging and discharging when commanded to do so at a location from which it is normally operated.
5. Facility shall meet 98% of the Guaranteed Power Capacity (400MW) and Guaranteed Energy Capacity (1,600MWh) based on the Capacity Test in Attachment 1. The Capacity Test shall determine the facility's Corrected Capacity at the Design Point Conditions.
6. Sufficient transmission/distribution interconnection facilities shall exist for the total plant design net electrical capacity at the time the facility is declared fully operational and used for service.

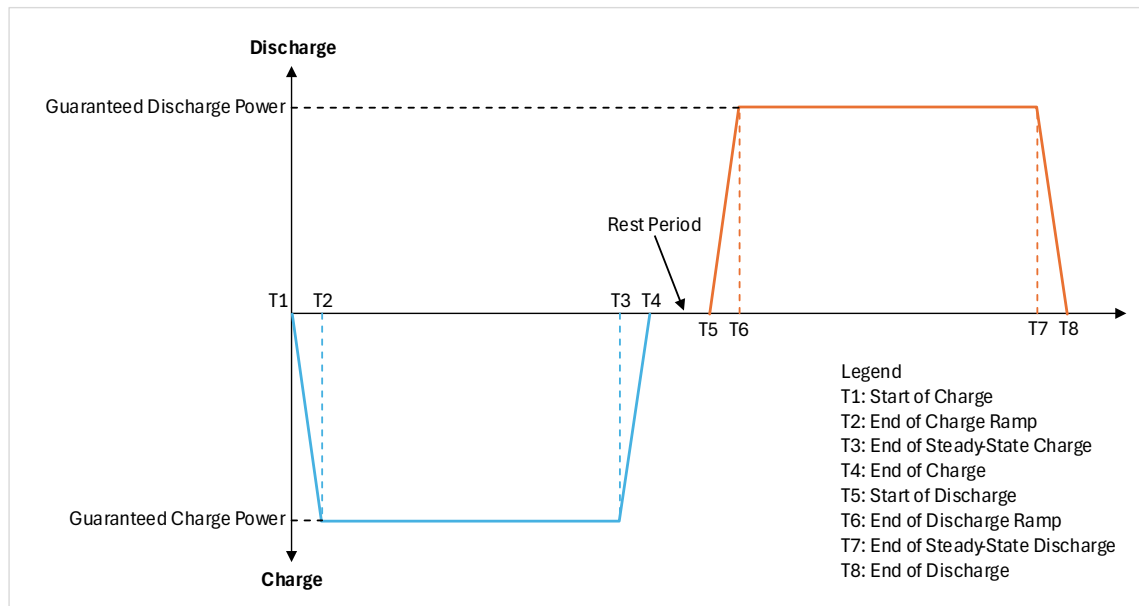
Capacity Test Summary

Purpose

Demonstrate that the Actual Charge Power Capacity, Actual Discharge Power Capacity, and Actual Energy Capacity of the System equals or exceeds the Guaranteed Power Capacity and Guaranteed Energy Capacity, respectively.

Procedure

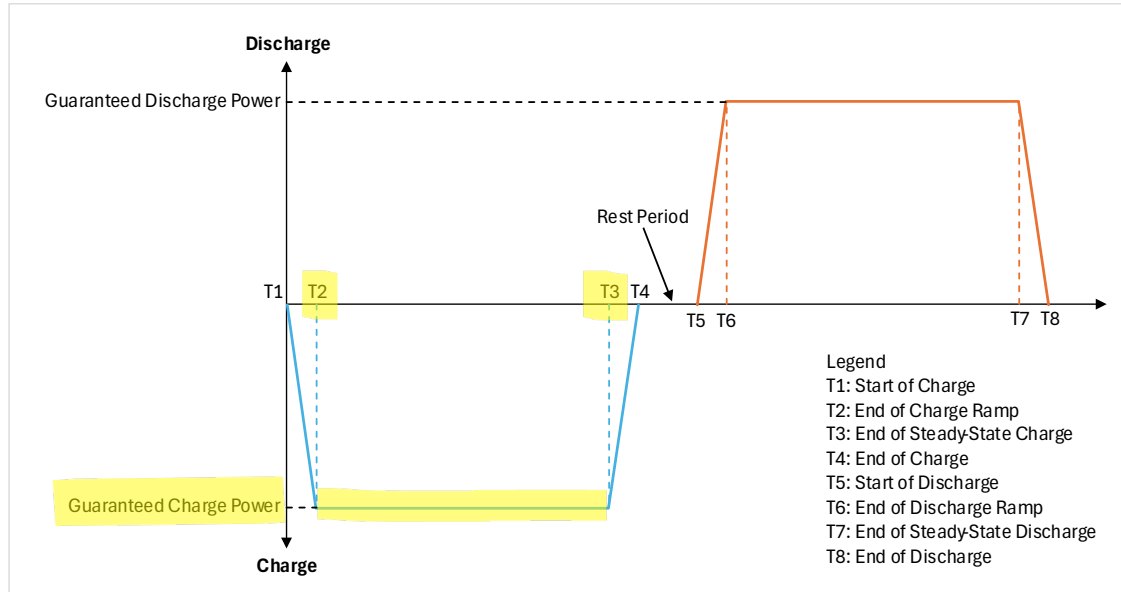
1. Fully discharge battery prior to start of test
2. Fully charge battery at full power
3. Fully discharge battery at full power



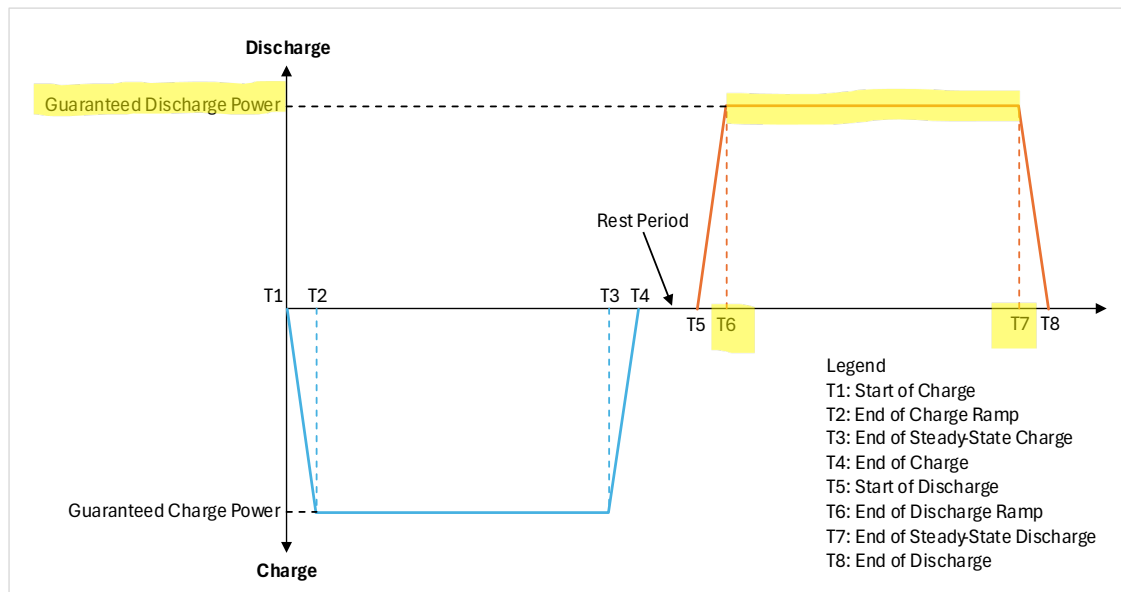
Acceptance Criteria for Big Hollow BESS

1. Guaranteed Power Capacity = 400MW

Charging: Average Real Power between T2 and T3 \geq Guaranteed Power Capacity (400MW)



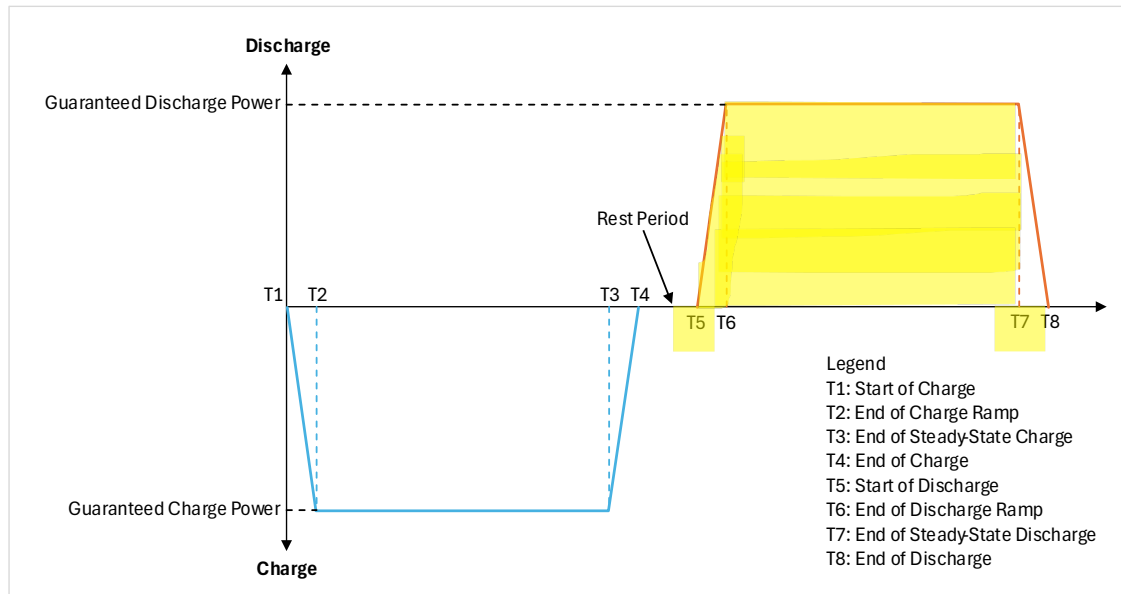
Discharging: Average Real Power between T6 and T7 \geq Guaranteed Power Capacity (400MW)



2. Guaranteed Energy Capacity = 1,600MWh

Discharging: Total energy exported between T5 and T7 \geq Guaranteed Energy Capacity (1,600MWh)

NOTE: This includes the energy during the ramp up in power because this can be programmed differently for different projects and is dependent on grid needs at the POI. However, the ramp down at the end is not included as this is caused by the need to protect batteries as they reach 0%.



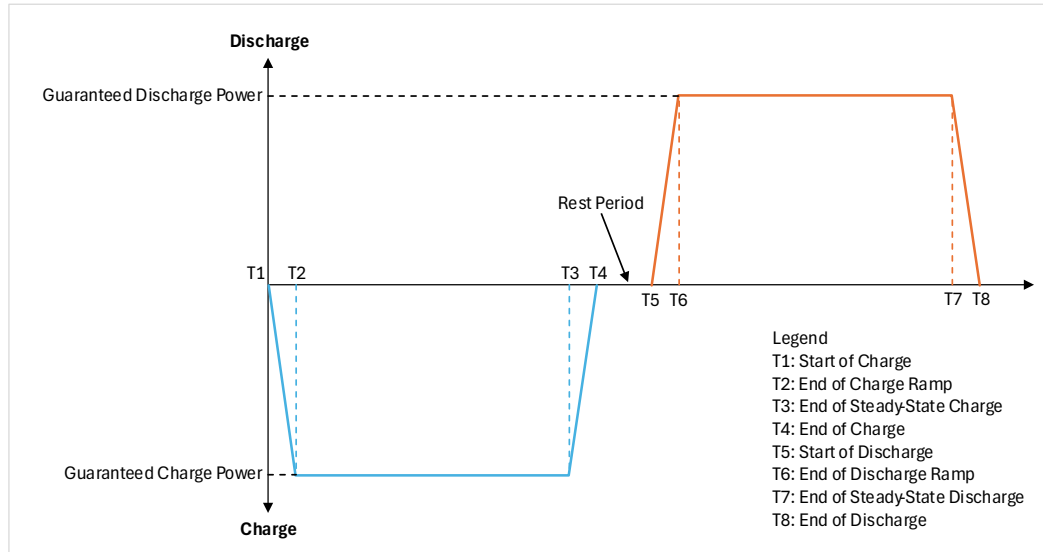
Example Attachment 1 - Capacity Test

Definitions

- Corrected Capacity: The most recent actual tested Power Capacity (in MW AC) and Energy Capacity (in MWh AC) corrected to Design Point Conditions (DPC).
- CT Error: The error of the current transformer during the Capacity Test according to its accuracy class or based on manufacturer's unit test data.
- Design Point Conditions (DPC): A set of ambient reference conditions, which include a relative humidity of {seventy percent (70%)}* and a maximum ambient temperature {forty-five degrees (45°)}* Celsius.
- Line and Transformational Losses: Real and reactive power losses for the balance of plant system up to the Point of Measurement.
- Maximum Hourly Average Ambient Temperature: The maximum of hourly average ambient temperature recorded during the Capacity Test.
- Meter Energy Exported: The System's export energy as measured at the Point of Measurement by the System Meter.
- Meter Energy Imported: The System's import energy as measured at the Point of Measurement by the System Meter.
- Meter Error: The error of the System Meter during the Capacity Test according to its accuracy class or based on manufacturer's unit test data.
- Meter Real Power: The System's instantaneous total 3 phase real power as measured by the System Meter at the Point of Measurement.
- Metering System Error: The error of all meters used during the Capacity Test is calculated as follows: $\text{Metering System Error} = \sqrt{(\text{Meter Error}^2 + \text{CT Error}^2 + \text{PT Error}^2)}$
- Point of Measurement (POM): The metering location at the Point of Interconnection (POI) as defined in the Generator Interconnection Agreement (GIA).
- PT Error: The error of the potential transformer during the Capacity Test according to its accuracy class or based on manufacturer's unit test data.
- State of Energy: The amount of energy remaining in the BESS system as reported by the Power Plant Controller.

The Capacity Test shall determine the Corrected Capacity at the Design Point Conditions, and shall be based on the relevant environmental conditions in the field at the time of such test, including relative humidity and temperature. The measured Capacity shall then be "corrected" to the Design Point Conditions and the resulting Corrected Capacity shall be compared to the Guaranteed Capacity as set forth herein.

The In-Service Capacity Test shall consist of discharging until the system's SOE reaches 0%, charging the system at the Guaranteed Power Capacity rate until the system's SOE reaches 100%, then discharging the system at the Guaranteed Power Capacity rate until the system's SOE reaches 0%.



Calculations

Guaranteed Power Capacity:

$$|\text{Actual Charge Power Capacity}| \geq \text{Guaranteed Power Capacity} * (1 - \text{Metering System Error})$$

Where:

- Actual Charge Power Capacity is the average of the Meter Real Power between times T2 and T3.
- Actual Discharge Power Capacity is the average of the Meter Real Power between times T6 and T7
- Guaranteed Power Capacity is 400MW

Guaranteed Energy Capacity:

$$\text{Actual Energy Capacity} \geq \text{Guaranteed Energy Capacity} * (1 - \text{Metering System Error})$$

Where:

- Actual Energy Capacity = Meter Energy Export (T7) - Meter Energy Export (T5)
- Guaranteed Energy Capacity shall be corrected for the Maximum Hourly Ambient Average Ambient Temperature experienced during the Capacity Test by applying an

adjustment factor. {adjustment factors listed here}* Example: If greater than 40C then adjust the Guaranteed Energy Capacity to 97% of the nameplate value.

- Guaranteed Energy Capacity is 1,600MWh

*Note: Formula {constants} to be adjusted pursuant the final equipment selection and design.

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 11th day of February 2026.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

February 11, 2026

File/Case No. EA-2025-0238

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Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Nancy Dippell
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.