

**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 Renewable	)	File No. EA-2026-0183
Generation Facilities and Battery Energy Storage	)	
Systems.	)	

NON-UNANIMOUS STIPULATION AND AGREEMENT

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

BACKGROUND

1. On May 22, 2026, Ameren Missouri filed its *Application* which requested Certificates of Convenience and Necessity ("CCNs") and Commission rule variances for the following Projects:

- a. A 95-megawatt² ("MW") battery energy storage system ("BESS") facility to be constructed at the now-retired Meramec coal-fired facility, which is also the site of the under construction Castle Bluff simple cycle combustion turbine generator ("CTG") project previously approved by the Commission in File No. EA-2024-0237, and located in St. Louis County, Missouri (the "Castle Bluff BESS Project");
- b. A 200 MW BESS facility to be constructed in Audrain County, Missouri

¹ The Office of the Public Counsel ("OPC") is not a Signatory to this Agreement but has authorized the undersigned counsel to state that it will not object to the Agreement. The OPC has indicated that it intends to file a memorandum in the case explaining its nonobjection.

² All references to generating capacity (MW) are to mega-watts-AC unless otherwise noted.

at the site of the Company's Audrain Energy Center (the "Huck Finn BESS Project");

c. A 250 MW BESS facility to be constructed in Lincoln County, Missouri (the "Millcreek BESS Project" and, together with the Castle Bluff BESS Project and the Huck Finn BESS Project, the "BESS Projects");

d. A new 161 kilovolt ("kV") switching station (the "Quinn Switching Station") in order to interconnect the Millcreek BESS Project to the existing 161 kV transmission system in Lincoln County, Missouri;

e. Through the use of a Build Transfer Agreement ("BTA"), a 175 MW solar generation facility to be constructed in Audrain County, Missouri (the "Tom Sawyer Solar Project" or "Tom Sawyer"), adjacent to Ameren Missouri's Huck Finn Solar Energy Center ("Huck Finn Solar"). The Tom Sawyer Project will include an approximately 2-mile generator lead-line interconnecting the Company's existing Spencer Creek 345 kV switching station via a 345 kV lead-line shared with Huck Finn Solar; and

f. Through the use of a BTA, a 225 MW solar generation facility to be constructed in Stoddard County, Missouri (the "Ringer Solar Project" or "Ringer" and, together with the Tom Sawyer Solar Project, the "Solar Projects;"³ the BESS Projects and the Solar Projects, collectively the "Projects").

2. Renew Missouri applied for, and was granted, intervention. OPC is also a party to this docket.

³ The *Application* also prayed for authority under Section 393.190.1, RSMo., to complete the mergers under the BTAs for the Solar Projects, and a determination that doing so is not detrimental to the public interest. *Application*, at p. 44.

3. After several discussions, the Signatories have agreed upon the terms of this Agreement, as set forth herein. While not joining the Agreement, counsel for the OPC has indicated it will not object to the Agreement. As noted above, the OPC has indicated that it intends to file a memorandum in the case explaining its nonobjection.

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 certificates of convenience and necessity for the Projects.

i. Specifically, the Commission should issue a CCN for the Castle Bluff BESS Project as described in the Company's Application in File No. EA-2026-0183.

ii. The Commission should issue a CCN for the Huck Finn BESS Project as described in the Company's Application in File No. EA-2026-0183.

iii. The Commission should issue a CCN for the Millcreek BESS Project as described in the Company's Application in File No. EA-2026-0183.

iv. The Commission should issue a CCN for the Quinn Switching Station, which will interconnect the Millcreek BESS Project to the existing 161 kV transmission system in Lincoln County, Missouri as described in the Company's Application in File No. EA-2026-0183.

v. The Commission should issue a CCN for the Tom Sawyer Solar Project as described in the Company's Application in File No. EA-2026-0183.

vi. The Commission should issue a CCN for the Ringer Solar Project as described in the Company's Application in File No. EA-2026-0183.

vii. The Commission should grant the Company authority under Section

393.190.1, RSMo., to complete the mergers under the Build Transfer Agreements ("BTAs") for the Tom Sawyer and the Ringer Solar Projects, and a determination that doing so is not detrimental to the public interest.

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

a. Economic Conditions:

i. Ameren Missouri will account for prolonged winter stress scenarios and consider longer duration storage options, including 8-hour batteries, in its first IRP filed under 393.1900 RSMo.

ii. If the Company relies primarily on the IRP analysis to justify the economic feasibility components of the CCN request for the future CCN applications (for CCN filings made prior to its first IRP under 393.1900 RSMo.), the Company agrees to conduct an updated analysis, like performed for the projects in this case (See Table 8 of the Direct Testimony of Matt Michels), upon the occurrence of a material change in capital costs, resource availability, tax credit assumptions, or fuel and market price assumptions. The updated analysis shall include any material updates to inputs in the economic modeling. Such updates may include, as applicable, potential cost mitigation strategies, updated capital costs estimates, ITC/PTC or other tax credit assumptions, and other material resource-specific assumptions.

iii. The Company agrees to include in its solicitation of bids for vegetation management services related to the Solar Projects that include Agrivoltaics (i.e. grazing) solutions.

b. Auditing Conditions:

i. Ameren Missouri will retain and provide to Staff, during the next rate case proceeding that includes the following projects in rate base (Tom Sawyer Solar, Ringer Solar, Castle Bluff BESS, Huck Finn BESS, and Millcreek BESS), all supporting documentation relied upon by Ameren Missouri for eligibility of the ITC for each project, including but not limited to, Foreign Entities of Concern restriction requirements, and any third-party consultant documentation related to tracking, monitoring and confirming that wage and domestic content requirements are met.

ii. Ameren Missouri will file quarterly progress reports of the construction of each Solar and BESS Project. (See paragraph 5(d)i below in the Reporting Requirements for the BESS Projects' reporting requirements.) This report shall include, but not be limited to, updates on permitting, plans, specifications, construction costs and milestone updates, as well as updates regarding any impacts from legislative or executive actions, including tariffs, tax credits and Foreign Entities of Concern implications.

iii. All documentation related to tracking, monitoring and confirming that the prevailing wage and apprenticeship and any domestic content requirements are met will be made available for Staff review in the rate case following the in-service dates of the Projects.

iv. Ameren Missouri will notify Staff within this docket of the final ITC percentage (including bonus credits) Ameren Missouri believes will be applied to the Projects' costs.

v. If total costs of any Project change by more than 15% of either the base

amount or risk adjusted project costs, Ameren Missouri shall notify the Commission within this docket, providing a description of the change in cost, the reason for the cost increase, and how Ameren Missouri attempted to mitigate that cost.

vi. If finalized, Ameren Missouri shall file within this docket a chapter 100 (PILOT) agreement or separate case docket the executed chapter 100 agreement with Stoddard County in relation to the Ringer Solar Project once finalized.

c. Engineering Conditions:

i. 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 of the BESS and Solar Projects 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 of the Projects is placed in-service, consistent with what was approved by the Commission in Case Nos. EA-2025-0238 and EA-2025-0239.

ii. Ameren Missouri shall submit a copy of the site-specific Hazard Mitigation Analysis or Hazard Mitigation Plan developed for each BESS facility after each BESS facility goes into service.

iii. Ameren Missouri shall submit a copy of procedures, best practices, etc. that the Ameren Environmental team may develop regarding environmental mitigation or containment methods developed and implemented as part of a fire response strategy to be followed at the BESS facilities after any corresponding BESS facility goes into service.

iv. The Company will provide copies of final engineering drawings depicting the built condition (i.e. “As-built drawings”) of the Tom Sawyer Solar Project; the Ringer Solar Project; the Castle Bluff BESS Project; the Huck Finn BESS Project; the Millcreek BESS Project; and the Quinn Switching Station Project when they become available.

v. For each BESS Project:

1. Ameren Missouri shall record the amount of time a BESS system takes to discharge from 100% capacity to less than 5% capacity at two discharge rates between 25% and 75% of the system’s maximum discharge rate as well as how much energy was discharged during that time.

2. The specific discharge rates may be selected by Ameren Missouri so long as they are within the above range and not within 10% of each other.

3. Ameren Missouri will select testing dates that do not coincide with MISO Capacity Advisories, Conservative Operations, or Max Gen Events.

4. This information shall be provided to Staff within 90 days of each BESS project entering into service.

d. Reporting Requirements:

i. Ameren Missouri shall provide construction reporting for each of the three (3) individual projects that will be specific to the particular BESS Projects being reported on and shall include quarterly progress reports on the various construction aspects of each Project. The format of the construction reporting documents can be identical for each BESS Project, provided that the name of each

individual Project is contained in a header or footer on all pages. This report shall include as appropriate, 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 particular BESS Project from legislative or executive actions, including tariffs, tax credits and Foreign Entities of Concern implications; (iii) information on delays to the construction impacting the anticipated in service date of the particular BESS project, including material impacts to the particular BESS project and any mitigating actions Ameren Missouri will take as a result, and (iv) weather delays or delays due to other causes that have potential to affect the in-service date. The Quinn Switching Station progress report would be combined with the Millcreek BESS Project reports.

ii. Ameren Missouri shall provide a copy of each State, Federal, and Local permit that Ameren Missouri obtains for each BESS project with the first quarterly construction progress report after each such permit is received.

iii. Ameren Missouri shall submit a copy of all construction reporting documents which Ameren Missouri requires from their BTA partners — EDF and Invenenergy — with their quarterly reporting submittals.

iv. Ameren Missouri shall submit a copy of all State, Federal, and Local permits that Ameren Missouri obtains for the Quinn Switching Station as part of the Millcreek BESS Project quarterly construction progress reporting documents, but clearly indicate the documents are for the Quinn Switching Station project.

v. If Ameren Missouri identifies material cost or procurement impacts on a Project for which a CCN is to be granted in this case arising from Executive Order 14420 or any enabling regulations issued under it, Ameren Missouri will, within

30 days of such identification, file a report in this docket specifying such impacts.

e. Variances from Commission Rules:

i. The Commission should grant the Company a variance from the requirement in 20 CSR 4240-20.045(5)(D) and 20 CSR 4240-20.045(3)(C) so that as-built drawings for the BESS Projects and the Solar Projects can be supplied when they are available and after exercise of authority under the CCN (similar to the Commission-granted variance in File Nos. EA-2023-0286 and EA-2025-0239).

ii. The Commission should grant the Company 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 the BESS Projects and Solar Projects will commence commercial operation (similar to the Commission-granted variance in File Nos. EA-2025-0238 and EA-2025-0239) – see Engineering Condition 5c(i) relating to timing.

f. Scope of this Proceeding, Preservation of Certain Determinations:

i. The Company agrees that the determinations in Paragraph 5f(ii) below are “preserved” for future proceedings, if appropriate, but in so agreeing does not agree that there is a need for such “preservation” given that the Application in this case does not seek determinations on any such matters but rather, seeks permission and authority to construct under Section 393.190.1, RSMo.

ii. Signatories agree that approval of the CCNs does not determine prudence, cost allocation (including the propriety of allocation to large load customers), Plant-in-Service Accounting (“PISA”) eligibility, Renewable Energy Standard Rate Adjustment Mechanism (“RESRAM”) eligibility, rate-base treatment, rate

recovery, or the amount, if any, ultimately included in customer rates.

- g. Future Project Use: The Company agrees to provide Staff and OPC advanced notice of (at least 4 months) and supporting workpapers, including annual facility cost of service calculations for life of plant and annual subscription program revenue calculations for life of plant (if applicable), of any election to use the Solar Projects for RES compliance or a Commission approved voluntary subscription program, including but not limited to the Renewable Solutions – Large Load Customers Program. The Company will file supporting workpapers in any tariff filing that would include either or both of the Solar Projects in any voluntary subscription program. Any pricing agreed upon with a potential customer under a voluntary subscription program for the Solar Projects will be contingent on Commission approval. If either of the Solar Projects are used for RES compliance, their accounting records will reflect its revenues, expenses, and investment in the same manner as such accounting records reflect those items for the Company’s other facilities that are included in the RESRAM. If any of the Solar Projects are used for the Renewable Solutions Program, the Renewable Solutions – Large Load Customers Program, or any other Commission approved voluntary renewable subscription program, Ameren Missouri agrees to delineate within its general ledger all revenues, investments, and expenses associated with such program and the Solar Project. This tracked information shall be made available with the filing of its next rate case for Commission consideration. Notwithstanding the foregoing agreement, all parties reserve the right to make any argument regarding the use and cost allocation of the Solar Projects in future cases.

h. Community Concerns:

i. The Company agrees to meet with OPC, Staff, and Renew Missouri at least once to discuss expanding the Frequently Asked Questions section of the website associated with the Millcreek BESS Project to address local community concerns, including at least: (1) steps taken to comply with the National Fire Protection Association (“NFPA”) 855 standard, (2) the safety of the Tesla Megapack 3 batteries, (3) considerations regarding nearby water/gas pipes, and (4) the considerations applied to projects developed in rural versus urban areas. The Company agrees at a minimum to expand the Frequently Asked Questions section of the website and to file a notice in the case that it has done so that affirms its intention for the BESS to comply with the NFPA 855 standard and that the safety testing of the Tesla Megapack 3 batteries will be completed prior to installation at the site, but it may further expand the FAQs section based on the meeting discussion.

ii. The Company agrees to meet with OPC and Staff at least once to discuss the results of the Tesla Megapack 3 safety testing after it is complete and the steps the supplier has taken to ensure the BESS complies with the NFPA 855 standard. The Company will also file a public pleading stating that the safety testing has been completed, identifying the results of it, and attaching the supplier's confidential safety testing report for the Staff and OPC’s review, at least 90 days prior to the installation of the batteries at the Millcreek site.

i. In-Service Criteria:

i. The in-service criteria set out in Schedule SW-D12 to Company witness Scott Wibbenmeyer's Direct Testimony shall be used in the future rate case where

each Solar Project is considered for inclusion in rate base to determine whether each Solar Project is fully operational and used for service.

- ii. The in-service criteria set out in Schedule BN-r1 in Appendix 2 to Staff's Rebuttal Report shall be used in the future rate case where each BESS Project is considered for inclusion in rate base to determine whether each BESS Project is fully operational and used for service.

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. §536.080 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 §386.500, 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 Rebuttal 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 Projects.

Respectfully Submitted,

/s/ **Jermaine Grubbs**

Jermaine Grubbs, MO Bar #68970

Senior Corporate Counsel

Wendy K. Tatro, Mo Bar #60261

Senior Director and Assistant General Counsel

Ameren Missouri

1901 Chouteau Avenue

St. Louis, MO 63103

Telephone: (314) 861-1705

Facsimile: (314) 554-4014

E-Mail: AmerenMOService@ameren.com

James B. Lowery, Mo. Bar #40503
JBL LAW, LLC
9020 S. Barry Rd.
Columbia, MO 65201
Telephone: (573) 476-0050
E-mail: lowery@jbllawllc.com

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

/s/ Paul T. Graham

Paul T. Graham
Senior Staff Counsel, Mo. Bar # 30416
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Mo 65102-0360
(573) 52-8459
paul.graham@psc.mo.gov

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

/s/ Nicole Mers

Nicole Mers, Bar No. 66766
501 Fay Street
Suite 206
Columbia, MO 65201
T:314-308-2729
nicole@renewmo.org

**GENERAL COUNSEL FOR RENEW
MISSOURI ADVOCATES**

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 25th day of September, 2026.

/s/ Jermaine Grubbs