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May 13, 2020

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

**RE: File No. EA-2016-0207**

Dear Mr. Woodruff:

Enclosed for filing in File No. EA-2016-0207 is the Unanimous Stipulation and Agreement from File No. ET-2020-0022, which deals with expansion of Ameren Missouri's Community Solar Program. The enclosed Unanimous Stipulation and Agreement was also filed in File No. ET-2020-0022 on May 13, 2020. The Commission is not asked to take any action in File No. EA-2016-0207, and the enclosed Unanimous Stipulation and Agreement is merely filed to allow convenient tracking between dockets.

Sincerely,

*Jermaine Grubbs*

Jermaine Grubbs  
Corporate Counsel

cc: Service List from File No. EA-2016-0207

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**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 to Expand Its Community Solar Pilot Program and Associated Tariff )  
 ) **File No. ET-2020-0022**  
 ) Tariff No. YE-2020-0091  
 )

**UNANIMOUS STIPULATION AND AGREEMENT**

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 Office of the Public Counsel (collectively the “Signatories”), present this *Stipulation and Agreement* (“Stipulation”) to the Missouri Public Service Commission (“Commission”) for its approval.

**BACKGROUND**

1. On April 27, 2016, Ameren Missouri requested the Missouri Public Service Commission (“Commission”) approve a Subscriber Solar Pilot Tariff, currently known as the “Community Solar Pilot Program” (“Program Tariff”). Several parties filed a *Non-Unanimous Stipulation and Agreement* (“First Stipulation”) and no party filed an objection. The First Stipulation was approved by the Commission as of October 15, 2016.

2. The First Stipulation required Ameren Missouri to make additional filings in Case No. EA-2016-0207, once it had a location and cost for the pilot. Ameren Missouri identified a location at the St. Louis Lambert International Airport (called the Ameren Lambert Community Solar Energy Center), collected the needed bids, and made the required filing on March 7, 2018.

3. The filing made by Ameren Missouri was not consistent with at least one of the terms of the First Stipulation. In order to address this inconsistency, the parties agreed to file an *Amended Stipulation and Agreement* ("Amended Stipulation"). The Amended Stipulation was filed on May 14, 2018. The language of the Amended Stipulation was not as clear as it should have been, causing the Commission to ask that the Amended Stipulation be corrected.

4. Ameren Missouri and the other signatories submitted a *Second Amended Stipulation and Agreement* ("Second Amended Stipulation"), which the Commission approved on August 28, 2018.

5. On September 27, 2018, the Commission approved the Program Tariff, which went into effect on October 13, 2018.

6. The Program launched in the fall of 2018, and was fully subscribed within just 55 days. A waitlist of interested customers was created and that list continues to grow, approaching enough to fully subscribe an additional two-megawatt Community Solar resource. Construction of the Program's first one-megawatt Ameren Lambert Community Solar Energy Center ("Lambert Resource") was completed in August 2019.<sup>1</sup>

7. On November 25, 2019, Ameren Missouri filed an *Application For Approval To Expand Community Solar Pilot Program And Associated Tariff* ("Application"), which included a modified Program Tariff (Tracking No. YE-2020-0091). In the Application, Ameren Missouri proposed to extend its commitments

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<sup>1</sup> Application, paragraph 6. As of April 17, 2020, approximately 2.5 MW of interested customers are on the waitlist.

from those stipulations in paragraphs 8, 10, 12, 13, 15, and 16.<sup>2</sup>

8. In discussions with Signatories, Ameren Missouri avers it needs approval of this Application to market to customers and determine need for future Pilot resources.

9. The Signatories have come to an agreement on the terms and conditions set forth below.

### **SPECIFIC TERMS AND CONDITIONS**

10. The Signatories agree that paragraphs 8 of the Second Amended Stipulation and paragraphs 8, 10, 12, 13, 15, and 16 of the First Stipulation will continue to apply to the original approximately 1 MW solar, the Ameren Lambert Community Solar Energy Center, except portions regarding the Solar Tariff specifically amended by this Stipulation and Agreement. Ameren Missouri will not construct future Program resources or expansions of existing resources until it has received customer subscriptions totaling 90% of the planned resource's capacity (or expansion capacity) and obtained Commission approval of any required Certificates of Convenience and Necessity ("CCN"). Ameren Missouri shall include in any application for a CCN whether there is potential for future expansion on the proposed site and include in its application a phasing plan. Ameren Missouri will make reasonable efforts to size future Program resources to take advantage of economies of scale.

11. Marketing and Administration Conditions.

a. All marketing materials for this pilot, including, but not limited to, the letter to Pure Power customers, shall be shared with the Signatories for

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<sup>2</sup> Ameren Missouri further clarified that its commitment includes paragraphs 8 of the *Second Amended Stipulation and Agreement* and paragraphs 8, 10, 12, 13, 15, and 16 of the *Non-Unanimous Stipulation and Agreement*.

review and comment prior to the commencement of marketing efforts. Marketing activities may begin once the Community Solar tariff revision becomes effective.

b. Administrative and marketing costs for the Program shall not exceed \$75,000 in any future year, and any administrative and marketing costs in excess of these levels shall be considered non-recoverable in any future rate proceeding. All administrative and marketing costs are subject to prudence review by the parties in a rate case and are subject to proposed adjustment or disallowance in all future rate proceedings based upon a finding of imprudence.

c. Marketing materials must clearly distinguish and explain all differences between the Community Solar Pilot Program and the Pure Power program.

d. Ameren Missouri will continue to include on its website a list of Frequently Answered Questions (“FAQs”) and the answers, regarding the Pilot Program. These FAQs shall be updated in a timely manner for any material changes to the answers, which may be necessary for the answers to remain accurate. Updates to the website FAQ shall be provided to the Signatories for review and comment prior to being made.

12. Regarding reporting conditions. Ameren Missouri shall file reports with the Commission, in this docket and Case No. EA-2016-0207, detailing lessons learned. Reports shall be filed quarterly until any new Program resource is fully constructed or Ameren Missouri determines it will not be constructing new Program resources due to lack of enrollment. Thereafter, a report shall be filed annually for the next four years. Thereafter, reports shall be filed every three years until the Pilot resources are retired. The report will, at a minimum, address the issues listed in Appendix D to the First Stipulation.

13. The Signatories further agree that Ameren Missouri will make every effort to treat all customers that subscribe to any approved Program resource consistently.

14. Signatories agree that before any construction of a new Program resource due to expansion of the Community Solar Program beyond the Lambert Resource

commences, approval of any applicable CCN is required. The Signatories further agree that this Stipulation does not constitute pre-approval of any pending or future CCN requests. Nothing in this Stipulation binds parties to any position in any pending or future CCN cases.

15. The Signatories agree the Commission should reject Ameren Missouri's currently pending Solar Tariff (Tracking No. YE-2020-0091) and order Ameren Missouri to file the attached modified tariff as a compliance tariff.

16. The Company agrees to discuss with Renew Missouri and Staff the potential expansion of the Program eligibility term set out at paragraph 13, on Sheet No. 158.4, of the attached modified tariff to other Time-of-Use Service rate schedules, and to address such potential for expansion of the Program eligibility term in the direct filing of the Company's next electric general rate case.

### **GENERAL PROVISIONS**

17. 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.

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

hereof 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.

19. 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.

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

21. 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*, and grant any other and further relief as it deems just and equitable.

Respectfully submitted,

/s/ Wendy K. Tatro

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**Attorney for the Office of the Public  
Counsel**

**CERTIFICATE OF SERVICE**

The undersigned certifies that true and correct copies of the foregoing have been e-mailed or mailed, via first-class United States Mail, postage pre-paid, to the service list of record of this case on this 13<sup>th</sup> day of May, 2020.

/s/ Jermaine Grubbs  
**Jermaine Grubbs**

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.

\* Resource Term - The resource term shall be 25 years from the date of the Resource being placed into service.

**\*\* 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.

\*Indicates Change. \*\*Indicates Reissue.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY Martin J. Lyons Chairman & 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.)

\* 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 Resource 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 Resource 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 Resource 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 within the Commission-approved tracking system.
- 4. Enrollment; Participation Fee; Commitment:
  - \* a. The Company may construct new Resources if there are sufficient subscriptions to support the Resources and the Commission approves a Certificate or Certificates of Convenience and Necessity (CCN). Upon grant of a CCN, construction of a new Resource shall not begin until at least 90 percent of the Resource's solar blocks are subscribed or able to be filled through the waitlist.
  - \* b. Customers enrolling in the Program will be assigned to the Resources until such time as all of the Solar Blocks for existing Resources are subscribed. If all Solar Blocks are subscribed, a customer may still be placed on a waitlist for a new Resource 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.

\*Indicates Change

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY Martin J. Lyons Chairman & President St. Louis, Missouri  
NAME OF OFFICER TITLE ADDRESS

APPLYING TO MISSOURI SERVICE AREA

COMMUNITY SOLAR PILOT PROGRAM (Cont'd.)

PROGRAM PROVISIONS AND SPECIAL TERMS (Cont'd.)

- \* c. On and after the date the Company commits to construct a 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 a 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. However, a customer that is a participant in the Program will be permitted to withdraw from the Program before the two-year commitment period has been completed only if a customer on the waitlist for which there is not a Resource available can take the withdrawing participant's place for the Resource, and the withdrawing participant will not be refunded any fees.
- \* d. 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.
- e. 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.
- \*\* f. The Company will continue to share the risk for undersubscribed Resources as discussed in paragraph 15 of the Amended Unanimous Stipulation And Agreement filed in EA-2016-0207.
- \* 5. The Solar Generation Charge associated with the Solar Block will be capped for Resource 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 Resource Term.
- \*\*\* 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.

\*Indicates Change. \*\*Indicates Addition. \*\*\*Indicates Reissue.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY Martin J. Lyons Chairman & President St. Louis, Missouri  
NAME OF OFFICER TITLE ADDRESS

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

1st Revised

SHEET NO. 158.3

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

Original

SHEET NO. 158.3

APPLYING TO MISSOURI SERVICE AREA

COMMUNITY SOLAR PILOT PROGRAM (Cont'd.)

PROGRAM PROVISIONS AND SPECIAL TERMS (Cont'd.)

- 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 and customers served on Time-of-Use Service rate schedules other than the Residential Daytime/Overnight rate schedule 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.

\*\* 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	<u>\$ 3.13</u>	<u>\$ 2.28</u>
Total Solar Block Charge	\$ 13.91	\$ 13.06

\*Indicates Change. \*\*Indicated Reissue.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY Martin J. Lyons Chairman & President St. Louis, Missouri  
 NAME OF OFFICER TITLE ADDRESS