



to Section 393.170.1 to construct and own a wind generation facility to be constructed in Schuyler and Adair Counties in Missouri, under the Build Transfer Agreement (“BTA”) with TG High Prairie Holdings, LLC (the "Project") as set forth in the Company's *Application*. This authority includes permission to acquire any Non-Compliant wind turbine generators, as defined by and according to the terms of the BTA. The parties agree the costs associated with this Project are Renewable Energy Standard compliance costs so long as the facility is certified by the Division of Energy as a renewable energy resource under 4 CSR 340-8.010.

5. Authority to Merge: The Signatories agree the Commission should grant Ameren Missouri authority to merge the special purpose entity TG High Prairie, LLC into Ameren Missouri with Ameren Missouri to be the surviving entity pursuant to § 393.190.1, as set forth in the Company's *Application*.

6. Plans and Specifications: Ameren Missouri will file quarterly progress reports on the plans and specifications for the Project, with the first report due on October 1, 2018. Ameren Missouri will file complete plans and specifications prior to commencement of construction.

7. Permits: Ameren Missouri will include an update on all permits obtained as part of its quarterly progress reports.

8. Ameren Missouri must receive approval from the Federal Energy Regulatory Commission pursuant to § 203 of the Federal Power Act.

9. In-Service Criteria: In-service criteria must be agreed upon and filed with the Commission on or before December 31, 2018 that would satisfy the fully operational and used for service standard in § 393.135, RSMo, and the applicable Internal Revenue Service requirements to qualify for Production Tax Credits. The parties will work together reasonably and in good faith

to develop such in-service criteria by such date.

10. Wildlife: Ameren Missouri will provide reasonable advance notice to MDC of all scheduled meetings and conference calls (related to the Project) with United States Fish and Wildlife Service ("USFWS"). Ameren Missouri will provide MDC a copy of all documents and/or reports related to the Project that it provides to USFWS at the same time as they are provided to USFWS. Further, Ameren Missouri agrees to notify and consult with MDC regarding potential sites for future utility-scale wind generation facilities sited in Missouri (a) for which Ameren Missouri is serving as the project developer, and (b) that are not already under development. In future Requests for Proposals issued by the Company for utility-scale wind generation facilities sited in Missouri, the Company will ask respondents if they have had any conversations with MDC about the site under consideration. Ameren Missouri agrees to the following additional terms and conditions:

- (a) The Company will use reasonable efforts to avoid clearing known bat maternity trees during construction of the Project.
- (b) The Company will use reasonable efforts to avoid clearing known active or inactive eagle nest trees during the construction of this Project.
- (c) All monitoring will be conducted by an independent, third party contractor.

11. Depreciation: The Signatories agree that Ameren Missouri shall use the currently ordered life for wind generation in establishing the depreciation rate applicable to the facility unless, upon Commission consideration of the Company's next electric depreciation study, the Commission approves the use of a different life for setting the depreciation rate.

12. Prudence: The Signatories agree that they shall not challenge the prudence of the decision to acquire the facility under the terms of the BTA, including Non-Compliant windturbine generators under the terms of the BTA, and to merge TG High Prairie, LLC into Ameren Missouri

if the acquisition of the facility closes pursuant to the BTA. Nothing in this Stipulation limits the ability of any Signatory or other party from challenging the prudence of the design, construction costs, interconnection costs, and all other project related costs, including costs impacted by construction duration.

13. Production Tax Credits (“PTCs”): Ameren Missouri will provide the full grossed-up value of PTCs to customers through the RESRAM or in rates when earned (subject to normal billing lags), without any reduction and without a return on any deferred tax assets, regardless of Ameren Missouri’s tax position (the “PTC Guarantee”); provided, that this PTC Guarantee will not apply to the extent a change in law or a force majeure event results in a tax position for Ameren Missouri that prevents Ameren Missouri from utilizing the PTCs in the year earned. For purposes of this agreement, a “force majeure event” is defined as an act of God such as an earthquake, tornado, or severe flood, or a war or act of terrorism.

14. There will be no guarantees to ensure the receipt of value from the Project as a result of achieving the expected capacity factor or to ensure realizing the expected market revenue from the sale of output from the facility that has been assumed.

15. Variances: The Signatories agree the Commission should grant Ameren Missouri the limited variances listed on Appendix A.

16. By signing this Agreement, the Signatories agree that MIEC is not waiving its right, in any subsequent Company general rate proceeding, or other subsequent proceeding in which the rate design applicable to RES compliance costs is at issue, to present evidence and argument to the Commission that the rate design applicable to the RES compliance costs reflected in the revenue requirement upon which base rates are set should treat the RES compliance costs associated with the wind generation facility as fixed costs, nor is MIEC waiving its right in any

such proceeding to present evidence and argument that the rate to be charged/credited to customers under the RESRAM should be determined as a percentage of customer bills instead of as a uniform amount per kilowatt-hour for all customers.

17. RESRAM: The Signatories agree that Ameren Missouri's request for a RESRAM should be granted subject to the conditions contained in this Agreement. Attached is the exemplar tariff that the Commission should order Ameren Missouri to file as a compliance tariff upon approval of this Stipulation, with an effective date of January 1, 2019. With respect to the RESRAM:

A. The Signatories agree that costs currently included under its Renewable Energy Standard ("RES") tracker and the existing solar rebate tracker will continue to be tracked pursuant to the mechanisms already authorized for those specific costs. Also excluded from the RESRAM are all current and future costs associated with existing renewable generation facilities, Renewable Energy Credits ("RECs") from existing renewable purchase power agreements and any RECs purchased prior to the effective date of the Commission order approving this Agreement. This results in a starting base factor of \$0.00 for the RESRAM tariff. All new RES compliance costs and benefits, as defined in the RESRAM tariff, including REC purchases made after the effective date of an order approving this Agreement and the solar rebates authorized under Section 393.1670 RSMo (effective August 28, 2018), will flow through the RESRAM.

B. RESRAM Accounting: In order to ensure RESRAM costs are tracked appropriately and that double recovery is avoided, Ameren Missouri agrees to meet with members of Staff's Auditing group while developing the accounting process to implement the RESRAM. Ameren Missouri anticipates this process will begin in October of 2018.

C. Rate of Return for RESRAM: The initial capital structure ratios for purposes of the RESRAM shall utilize the percent of common equity and long-term debt reflected in the last Commission-approved capital structure for the Company.<sup>2</sup> Thereafter, the capital structure ratios for purposes of the RESRAM will be those approved by the Commission in subsequent general rate proceedings. The return on common equity applied to the common equity ratio shall be based on the Commission's most recent allowed return on equity for the Company. The return applied to the long-term debt ratio shall be based on Ameren Missouri's embedded cost of long-term debt as of the most recent fiscal quarter before each RESRAM filing with the Commission.

D. RESRAM Benefits to Account for 5% Fuel Adjustment Sharing: The Signatories agree that for any new RES compliance generation with a nameplate capacity greater than 10 megawatts that comes online, that 5% of the market value at generation node/meter of the energy generated and associated capacity sold be credited to the RESRAM until the market benefits from the generation are included in net base energy costs in a general rate proceeding.

#### **GENERAL PROVISIONS OF AGREEMENT**

18. 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

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<sup>2</sup> The Commission last approved a capital structure for the Company in File No. ER-2014-0258.

or cost allocation or revenue-related methodology. Except as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Agreement in this or any other proceeding, regardless of whether this Agreement is approved.

19. 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.

20. This Agreement has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. 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.

21. 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.

22. 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.

23. If the Commission accepts the specific terms of this Agreement without condition or modification, only as to the 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.

**WHEREFORE**, the Signatories request the Missouri Public Service Commission issue an order approving the terms and conditions of this Stipulation and Agreement.

Respectfully submitted,

/s/ James B. Lowery

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**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 counsel of record this 24th day of September, 2018.

*/s/ James B. Lowery*

James B. Lowery

**Appendix A**  
**Stipulation and Agreement**  
**File No. EA-2018-0202**

**4 CSR 240-20.100(6)13:** “An electric utility that has implemented a RESRAM shall file revised RESRAM rate schedules to reset the RESRAM charge to zero (0) when new base rates and charges become effective following a commission report and order establishing customer rates in a general rate proceeding that incorporates RES compliance costs or benefits previously reflected in a RESRAM in the utility’s base rates. If an over- or under-recovery of RESRAM revenues or over- or under-pass-through of RESRAM benefits exists after the RESRAM charge has been reset to zero (0), that amount of over- or under-recovery, or over- or under-pass-through, shall be tracked in an account and considered in the next RESRAM filing of the electric utility.”

*Variance: The Signatories recommend the Commission grant a variance to allow the RESRAM rate to be adjusted upon conclusion of a rate case to remove the RES Revenue Requirement that is being moved to base rates from the RESRAM rate, but the RESRAM rate continues to reflect recovery/return of any existing over/under (1) recovery balance, (2) True-up, or (3) Ordered Adjustment.*

**4 CSR 240-20.100(6)(A)10:** “The RESRAM charge will be calculated as a percentage of the customer’s energy charge for the applicable billing period.”

*Variance: The Signatories recommend the Commission grant a variance to allow the RESRAM rate to be billed customers as a flat rate per kWh of energy consumed.*

**4 CSR 240-20.100(6):** “In all RESRAM applications, the increase in utility revenue requirements shall be calculated as the amount of additional RES compliance costs incurred since the electric utility’s last RESRAM application or general rate proceeding, net of any reduction in RES compliance costs . . . and any new RES compliance benefits.”

*Variance: The Signatories recommend the Commission grant a variance to allow the market value at generation node/meter of the energy generated and associated capacity sold from a renewable resource (a RES compliance benefit) to be included in the determination of base and actual net energy costs in the Company’s fuel adjustment clause instead of in the RESRAM.*

**CSR 240-20.100(6)(C):** “RESRAM for equal to or greater than two percent (2%) actual increase in utility revenue requirements. The commission shall have no less than thirty days . . . to hold a hearing and issue a report and order approving the electric utility’s rate schedules . . .”

*Variance: The Signatories recommend the Commission grant a variance to allow a RESRAM rate change of 2% or more to take effect 120 days after its filing if the Commission has not yet resolved a dispute about the rate change on an interim, subject to refund basis, in the same manner provided for by the Commission’s fuel adjustment clause (“FAC”) rules. See 4 CSR 240-20.090(4) (Which provides that if the Commission has not issued an order approving an*

*FAC rate adjustment, the adjustment takes effect as an interim rate, as follows: “the commission shall either issue an interim rate adjustment order approving the tariff schedules and the FAC rate adjustments within sixty (60) days of the electric utility’s filing or, if no such order is issued, the tariff schedules and the FAC rate adjustments shall take effect sixty (60) days after the tariff schedules were filed.”). Without such a variance, it will be difficult if not impossible to calculate a RESRAM rate that accurately recovers the costs (or returns the benefits) that are appropriate under the RESRAM because such a calculation must be predicated on knowing (a) when the rate adjustment will occur, and (b) how long that RESRAM rate will be in effect. As a result, it is appropriate to allow the RESRAM rate to go into effect within 120 days in all circumstances in order to ensure the RESRAM rate in each RESRAM rate filing can be developed accurately. If, after resolution of any dispute about the RESRAM rate the Commission determines that the rate was incorrect, an adjustment can be made via the "Ordered Adjustment" factor in the RESRAM tariff sheets, with interest.*











RIDER RESRAM

RENEWABLE ENERGY STANDARD RATE ADJUSTMENT MECHANISM (Cont'd.)

- RRR = RESRAM Revenue Requirement: An amount equal to the revenue requirement associated with all RES Compliance Costs net of RESRAM Benefits that are not reflected in the revenue requirement that was established in the Company's last general rate proceeding. The RRR shall consist of (1) the capital costs associated with investments in renewable energy resources used to comply with the RES that have been placed into service on the Company's books as of the end of each AP, except the 85% of the return and depreciation on such investments which is reflected in a mechanism authorized under Section 393.1400; and (2) the non-capital RES Compliance Costs and RESRAM Benefits reflected on the Company's books during that AP except to the extent those costs and benefits are addressed under the company's Rider FAC, on an annualized basis for the first AP which may be less than twelve months in length, or if the asset to which the costs and benefits relate was only in service for a portion of the AP. Notwithstanding the previous sentence, if a wind generation asset used for RES compliance ceases to earn Production Tax Credits during an AP, an adjustment necessary to offset the annual impact of those Production Tax Credits as reflected in rates established in a general rate proceeding shall be included.
- T = True-Up Amount: An amount calculated at the end of each AP reflecting the difference between (1) the revenues billed for the first 6 months of the then-effective RP and projected to be billed for the second 6 months of the RP and (2) the revenues authorized for collection through this rider during the first 6 months of the then-effective RP and projected to be collected during the second 6 months of the RP, excluding amounts of authorized and actual revenues associated with factor RRR, resulting from the difference in forecasted RP total kWh usage, and actual total kWh usage from the RP. Forecasted amounts shall be trued-up with actual amounts in the next applicable calculation.
- OA = Ordered Adjustment: The amount of any adjustment to the TRR ordered by the Commission not reflected as an ROA.
- MBA = Monthly Base Amount: Is one-twelfth of the Base Amount. The Base Amount is the revenue requirement associated with RES Compliance Costs and RESRAM Benefits reflected in the revenue requirement established in the applicable general rate proceedings. At the conclusion of each general rate proceeding, unless otherwise ordered, the Base Amount shall be published on a replacement sheet for Sheet 93.6.

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DATE OF ISSUE	<u>May 21, 2018</u>	DATE EFFECTIVE	<u>January 1, 2019</u>
ISSUED BY	<u>Michael M. Moehn</u>	<u>President</u>	<u>St. Louis, Missouri</u>
	NAME OF OFFICER	TITLE	ADDRESS





