

**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 a Certificate of Public Convenience and	)	
Necessity Authorizing it to Construct, Install, Own,	)	File No. EA-2014-0136
Operate, Maintain and Otherwise Control and Manage	)	
Solar Generation Facilities in O'Fallon, Missouri.	)	

**AMENDED NON-UNANIMOUS  
STIPULATION AND AGREEMENT**

**COME NOW** Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri”), Earth Island Institute d/b/a Renew Missouri (“Renew Missouri”), the Staff of the Missouri Public Service Commission (“Staff”), the Missouri Division of Energy, (collectively referred to herein as “the Signatories”) and submit this Non-Unanimous Stipulation and Agreement, and respectfully state as follows:

**BACKGROUND**

1. On January 13, 2014, Ameren Missouri filed its *Application of Union Electric Company d/b/a Ameren Missouri for Certificate of Public Convenience and Necessity*.
2. The Missouri Division of Energy, Earth Island Institute d/b/a Renew Missouri and the Missouri Industrial Energy Consumers applied for, and were granted, intervention.
3. On February 26, 2014, Regulatory Law Judge Pridgin issued an order approving a procedural schedule in this case that set dates for the filing of testimony and scheduled a hearing for April 4, 2014.
4. On March 4, 2014, Ameren Missouri filed a Non-Unanimous Stipulation and Agreement in this case. Staff and the Division of Energy were signatories to this Non-Unanimous Stipulation, and OPC and the MIEC indicated that they did not object.

5. On March 6, 2014, Renew Missouri objected to the March 4 Non-Unanimous Stipulation.

6. On March 17, 2014, Renew Missouri and Staff filed rebuttal testimony pursuant to the procedural schedule. Ameren Missouri filed its surrebuttal testimony on March 31, 2014 pursuant to the procedural schedule.

7. After several discussions, the Signatories have reached agreement on an Amended Non-Unanimous Stipulation and Agreement (“Agreement”), as is set forth below.

### **AGREEMENTS AMONG THE SIGNATORIES**

8. The Signatories agree that, the hearing scheduled for April 4, 2014 should be canceled and the Missouri Public Service Commission should conditionally approve Ameren Missouri's request for a Certificate of Convenience and Necessity (CCN) to build a 5.7 megawatt direct current photovoltaic solar generating facility at 1621 Highway 79 in O’Fallon, Missouri, as more particularly described in Schedule D to its application. The Signatories agree that the following conditions on the CCN are reasonable and necessary: (1) The Commission’s Order conditionally approve the application on Ameren Missouri’s receipt of the Land Disturbance permit issued by the Missouri Department of Natural Resources and have filed a copy of the permit with the Commission; and (2) the Commission order Ameren Missouri to use the depreciation rates and plant account classifications as described in Staff witness Kofi Boateng’s rebuttal testimony for the solar facility, attached hereto and labeled Attachment A.

9. The Signatories also agree that this Agreement does not preclude prudence challenges from any Signatory in the next rate case where Ameren Missouri seeks to include the cost of the solar facility in its revenue requirement.

10. The Signatories request that any Commission Order approving this Agreement and conditionally granting the CCN explicitly state that by granting the CCN, the Commission is not making any ratemaking determination in this proceeding for the proposed solar facility.

11. Counsel for Office of the Public Counsel (“OPC”) and the Missouri Industrial Energy Consumers (“MIEC”), although parties to this case, are not Signatories to this Agreement but have indicated they will not object to the Agreement pursuant to Rule 4 CSR 240-2.115(2)(B) and waive the seven day period allowed for objection in the rule.

12. The Signatories stipulate to the admission of Ameren Missouri’s Application, with all attachments and schedules, as well as Staff’s rebuttal testimony, for the Commission’s record in approving this Agreement and finding the conditional approval of the CCN as necessary or convenient for the public service.

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

13. 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. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 Amended Non-Unanimous Stipulation and Agreement.

Respectfully Submitted,

/s/ Andrew J. Linhares

Andrew J. Linhares, # 63973

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STAFF OF THE MISSOURI  
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/s/ Jeremy Knee

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ATTORNEY FOR MISSOURI DIVISION  
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**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the foregoing document has been emailed this 3rd day of April, 2014 to all counsel of record in this proceeding.

/s/ Andrew J. Linhares

Case No. EA-2014-0136

Interim Plant Account Classifications and Depreciation Rates For Use With  
Solar Plant Additions Subject to This CCN Until Addressed in a  
Subsequent Rate Case

Account	Description	Depreciation%	Net Salvage %
340	Land and Land Rights	0.00	0
341	Structures and Improvements	2.31	(2)
344	Solar Generation	5.00	0
345	Accessory Electric Equipment	2.59	(2)
346	Miscellaneous Other Production Plant	3.81	(2)