

**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)	File No. EA-2016-0208
Necessity Authorizing It to Offer a Pilot Distributed Solar)	
Program and File Associated Tariff)	

**STATEMENT OF POSITION
OF RENEW MISSOURI**

COMES NOW, Earth Island Institute d/b/a Renew Missouri (“Renew Missouri”), by and through its undersigned counsel, and for its Statement of Position states the following:

Issue 1: Do the terms contained in the *Non-unanimous Stipulation and Agreement* (now a Joint Position statement) present a plan meeting the requirements set forth in the CCN statute, section 393.170 RSMo?

Position: Yes, the Non-Unanimous Stipulation and Agreement (“the Stipulation”) presents a clear plan to meet the requirements of Section 393.170, RSMo. In addition to the approval of a blanket CCN sought in this case, the Stipulation provides the Commission and other parties with an opportunity to review the actual investments and specific details of each given site, as set forth in Appendix A of the Stipulation (see Stipulation ¶ 5). Finally, parties have the opportunity to challenge the actual costs associated with each facility constructed under this program on the basis prudence (see Stipulation ¶ 7). These provision satisfy the requirement that the Commission first “determine that such construction or such exercise of the right, privilege or franchise is necessary or convenient for the public service.” § 393.170.3 RSMo.

Issue 2: Does the evidence establish that Ameren Missouri’s proposed project as presented in the *Non-unanimous Stipulation and Agreement* (now a Joint Position statement), for which it seeks a CCN, “necessary or convenient for the public service” within the meaning of section 393.170, RSMo?

Position: Yes, Ameren Missouri proposed expenditure of \$10 million to construct, own, and operate solar systems on participating customers' premises meets the standard of "necessary or convenient for the public service" within the meaning of Section 393.170, RSMo. In addition to using the RECs generated from the facilities for compliance with Missouri's Renewable Energy Standard and federal carbon reduction regulations, Ameren Missouri will be able to use these solar facilities to improve the Company's understanding of how distributed generation impacts its distribution system and gauge customers' willingness to participate in and experience the benefits of small-scale solar facilities. Further, Ameren Missouri may use this pilot program to address the growing demand for solar options from some of its larger customers.

"The term 'necessity' does not mean 'essential' or 'absolutely indispensable,' but that an additional service would be an improvement justifying its cost." *State ex rel. Intercon Gas, Inc. v Pub. Serv. Comm'n*, 848 S.W. 2d 593, 597 (Mo. App. W.D.1993).

Furthermore, the proposed expenditure in this case meets the five *Tartan* criteria (see *In the Matter of the Application of Tartan Energy Company, L.C., d/b/a Southern Missouri Gas Company*, 3 Mo. P.S.C. 3d, 173, 177 (1994)): 1) Ameren Missouri has an ongoing compliance need for further distributed solar investment; 2) as the largest utility in Missouri with ample experience in distributed and utility-scale solar, Ameren Missouri is more than qualified to provide the proposed service; 3) the relatively small investment of \$10 million ensures that Ameren Missouri is financially able to provide the service; 4) the \$10 million pilot is economically feasible; and 5) it is certainly in the public interest to invest in a distributed renewable technology that is likely to grow exponentially in the coming years.

Issue 3: Does the evidence demonstrate the company has provided the information required to comply with the Commission's rules at 4 CSR 240-3.105?

Position: Yes. The Stipulation filed in this case sets forth a clear process by which Ameren Missouri will provide the information required by 4 CSR 240-3.105(B) for each facility constructed at a given site, along with opportunity for parties to review and for Staff to file a report in this case (see Stipulation Appendix A). Furthermore, the Stipulation: states “if there is a dispute regarding whether the site meets the agreed-upon criteria the dispute will be referred to the Commission for resolution.” (§5). Renew Missouri believes that these conditions address the requirements of the Commission’s rules at 4 CSR 240-3.105.

Issue 4: Does the evidence show that good cause exists to support a waiver of the Commission’s rules at 4 CSR 240-3.105?

Position: Yes, Renew Missouri believes there is good cause to support a waiver to the extent that the filings in this case do not meet the exact requirements of 4 CSR 240-3.105. The Commission’s rules at 4 CSR 240-2.015 and 060 grants the Commission broad authority to issue a waiver for good cause. As stated above, the Stipulation sets forth a clear process by which Ameren Missouri will submit all of the information required by 4 CSR 240-3.105(B) for each specific solar facility at a given site, along with opportunity for parties to review and for the Commission to resolve disputes. Given these later opportunities to ensure that the requirements of 4 CSR 240-3.105 are met, no party will be adversely affected by a waiver if the Commission determines that one is needed.

Issue 5: Is the company’s plan outlining treatment of the proposed facilities at the end of 25 years lawful under 393.190 RSMo?

Position: Renew Missouri is without sufficient information and takes no position as to this issue.

Respectfully Submitted,

/s/ Andrew J. Linhares

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was mailed, faxed, or emailed to all counsel of record on this 12th day of October 2016.

/s/ Andrew J. Linhares

Andrew J. Linhares