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 Certificates of Convenience and Necessity for Solar Facilities.	))))	File No. EA-2023-0286

REPLY TO COMMISSION STAFF

COMES NOW Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or the "Company"), and, pursuant to 20 CSR 4240-2.080(13), submits to the Missouri Public Service Commission ("Commission") this *Response to Commission Staff* ("*Response*"). In support of its position, the Company states as follows:

1. On January 15, 2026, Ameren Missouri submitted its *Motion for Determination on the Pleadings* in this matter. On January 26, 2026, Staff provided its pleading entitled, *Staff's Response to Ameren Missouri's Motion for Determination on the Pleadings/Staff's Cross Motion for Determination on the Pleadings* ("*Staff's Response*"). Ameren Missouri wishes to provide additional clarity regarding certain arguments that Staff continues to make.

2. First, Staff continues to argue that as a matter of law, a renewable energy credit ("REC") cannot exist without actual energy generation and relies on English grammar rules, not well-established utility law and industry principles, to bolster the point. Unfortunately, Staff is focusing on the wrong point. If Staff is claiming that participants would be purchasing RECs under the Renewable Solutions Program ("RSP") before energy is generated and the RECs exist, Staff is simply wrong. Indeed, there will be actual energy generation commensurate with the REC because the REC represents the renewable attributes of energy that is produced. If the energy is not produced, there is no attribute. Second, taken as a whole, it is very clear that under the RSP and its associated tariffs that participants are not paying a charge based on *construction*

in progress. Instead, the tariff is assessing a charge to cover the cost of RECs that the program participants are, or will be, buying.

3. Ameren Missouri does agree with Staff that tariffs must be enforced as written. That is why Staff's refusal, to date, to read the entire context of the Rider RSP tariffs has been puzzling. Staff has been so hyper-focused on the single tariff sheet (the rate schedule for Phase III) containing the charges that Staff now seeks to bifurcate and partially block, that this provision in the definition section of the RSP program tariff itself has apparently been missed:

> RE Allocation Factor (%): This is calculated for each subscription by dividing the RE Service Level (measured in kilowatts ("kW")) by the total nameplate capacity of the Program Resources (in kW of alternating current power) dedicated to each Program phase. The RE Allocation Factor represents the percentage of the Program Resources for a given phase that produces energy for the Customer. **To the extent that the Program Resources for a given phase are comprised of multiple resources that begin commercial operation at different times,** the Customer's RE Allocation Factor will be calculated and updated as appropriate to reflect the subscriber's share of total nameplate capacity of all Program Resources dedicated to the Program phase in which the subscriber is participating that are generating renewable power at any point in time. [Emphasis added.][1]

By Staff's own argument, this provision would be robbed of any effect[2] if the staging of operational dates were not already anticipated and accounted for.

4. Finally, Staff argues that prior RSP phases do not control because the tariffs were needed for "prospective customers." But that is not the standard. Section 393.135.1 either does or does not apply to RSP rate schedules of any phase or the statute is meaningless. And the simple answer is - it doesn't apply. The undisputed fact is that even for Phase I and Phase II, once generation began and RECs were produced, customers started buying them. This included

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[1] uecesheet83renewablesolutions.ashx (2nd Revised Sheet No. 83.1).

[2] The principles of statutory interpretation are also applied to tariffs, and require that the intent of the language be determined "from the language used, to give effect to that intent if possible, and to consider the words used in their plain and ordinary meaning." *Laclede Gas Co. v. Pub. Serv. Comm'n,* 156 S.W.3d 513, 521 (Mo.App. W.D. 2005) (quoting *Wolf Show Co. v. Dir. Of Revenue* 762 S.W.2d 29, 31 (Mo. Bank 1998)).

before Staff agreed that the plant producing the RECs was "in-service." If Staff were right (and to be clear, Staff is *not* right), then the Company's Phase I and Phase II also would have been illegal under the statute, prospective customers or not. The RSP definitions clearly anticipated this staging from the beginning. As generation enables the sale of a REC, a customer can buy it. Staff cannot, and should not, claim that a statute doesn't have to apply consistently.

WHEREFORE, for the reasons stated above, Ameren Missouri requests that the Commission accept this response, and issue a determination on the pleadings in this matter, finding that the submitted tariff is appropriate and should be allowed to go into effect no later than February 15, 2026.

Respectfully submitted,

/s/ Paula N. Johnson

Paula N. Johnson, MO Bar #68963
Senior Corporate Counsel
Wendy K. Tatro, MO Bar #60261
Director and Assistant General Counsel
Ameren Missouri
P.O. Box 66149
St. Louis, MO 63166-6149
(314) 861-3220 (phone)
(314) 554-4014 (fax)

James B. Lowery, MO Bar #40503
JBL Law, LLC
9020 S. Barry Road
Columbia, MO 65201
Telephone: (573) 476-0050
lowery@jbllawllc.com
AmerenMOService@ameren.com

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

CERTIFICATE OF SERVICE

The undersigned certifies that true and correct copies of the foregoing was served on counsel for all parties of record in this case on via electronic mail (e-mail) on this 30th day of January, 2026.

/s/ Paula N. Johnson
Paula N. Johnson