

Exhibit No.:
Issues: Overview of Staff's Rebuttal
and Recommendations
Witness: Daniel I. Beck
Sponsoring Party: MO PSC Staff
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Case No.: EA-2015-0146
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MISSOURI PUBLIC SERVICE COMMISSION

REGULATORY REVIEW DIVISION

REBUTTAL TESTIMONY

OF

DANIEL I. BECK

AMEREN TRANSMISSION COMPANY OF ILLINOIS

CASE NO. EA-2015-0146

*Jefferson City, Missouri
October 2015*

Staff Exhibit No. 295
Date 1/25/16 Reporter JL
File No. EA-2015-0146

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of Ameren)
Transmission Company of Illinois for Other)
Relief or, in the Alternative, a Certificate of)
Public Convenience and Necessity)
Authorizing it to Construct, Install, Own,)
Operate, Maintain and Otherwise Control)
and Manage a 345,000-volt Electric)
Transmission Line from Palmyra, Missouri)
to the Iowa Border and an Associated)
Substation Near Kirksville, Missouri)

Case No. EA-2015-0146

AFFIDAVIT OF DANIEL I. BECK

STATE OF MISSOURI)
) ss
COUNTY OF COLE)

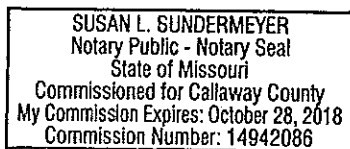
COMES NOW Daniel I. Beck and on his oath declares that he is of sound mind and lawful age; that he contributed to the attached Rebuttal Testimony; and that the same is true and correct according to his best knowledge and belief.

Further the Affiant sayeth not.



Daniel I. Beck

Subscribed and sworn to before me this 21st day of October, 2015.





Notary Public

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REBUTTAL TESTIMONY

OF

DANIEL I. BECK

AMEREN TRANSMISSION COMPANY OF ILLINOIS

CASE NO. EA-2015-0146

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Q. Please state your name and business address.

A. Daniel I. Beck and my business address is Missouri Public Service Commission, P.O. Box 360, Jefferson City, Missouri, 65102.

Q. By whom are you employed and in what capacity?

A. I am employed by the Missouri Public Service Commission ("Commission") as the Manager of Engineering Analysis, which is in the Operational Analysis Department in the Commission Staff Division. My credentials are attached as Schedule DB-R-1 to this testimony.

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to provide a summary of this case with specific references to the testimony of other witnesses for Staff and to provide a list of conditions that Staff recommends as appropriate if the Commission grants the Certificate of Convenience and Necessity ("CCN") to Ameren Transmission Company of Illinois ("ATXI"). I will also address several topics including the Missouri Renewable Energy Standard ("RES"), the Section 111(d) Clean Power Plan ("CPP") and practices that could improve utility/landowner interaction.

Q. Would you briefly describe the Mark Twain Project ("Project") for which ATXI is seeking a CCN from this Commission?

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1 A. This Project is a new 345,000 volt (“345-kV”) electric transmission line
2 running generally from Palmyra, Missouri, and extending westward to a new substation
3 located near Kirksville, Missouri, a new 345-kV transmission line extending from the new
4 substation near Kirksville north to the Iowa border, and a 2.2-mile 161,000 volt (“161-kV”)
5 connector line from the new substation near Kirksville to an interconnection with the existing
6 Adair substation owned by Union Electric Company d/b/a Ameren Missouri. This Project
7 will cross 378 properties in Missouri and was approved by Midcontinent Independent System
8 Operator, Inc. (“MISO”) as part of its MISO Transmission Expansion Plan 2011 (“MTEP11”)
9 and later reviewed as part of MISO’s Transmission Expansion Plan 2014 Triennial Review
10 (“MTEP14”). MISO is a regional transmission organization (“RTO”) that covers part or all of
11 15 U.S. states and the Canadian province of Manitoba. MTEP11 is a plan that MISO
12 developed as part of its regional transmission planning process.

13 Q. What investor-owned electric transmission utilities operate in Missouri, and in
14 which cases did the Commission grant them a CCN?

15 A. Entergy Arkansas, Inc., File No. EA-2012-0321. This company’s predecessor
16 served retail customers in Missouri until 1991. Those retail operations were then sold or
17 otherwise transferred to other Missouri electric utilities, but a small portion of the
18 transmission and sub-transmission lines remained with the utility. In addition, Entergy
19 Arkansas, Inc. recently added a very short line, less than two miles, to one of its existing
20 Missouri transmission lines. Entergy Arkansas, Inc. filed an annual report with the Missouri
21 Commission for calendar year 2014.

22 ITC Midwest LLC, Case No. EA-2002-296. This company’s predecessor operated
23 near the Missouri/Iowa border and was granted a CCN to install a 9.5 mile 161 kV line to

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1 improve reliability in the area. ITC Midwest LLC filed an annual report with the Missouri
2 Commission for calendar year 2014.

3 Transource Missouri, LLC, File No. EA-2013-0098. This company proposed to build
4 two lines that were identified by the Southwest Power Pool Inc. ("SPP") as a balanced
5 portfolio project and a priority project that would improve the reliability of SPP's
6 transmission footprint, particularly in the Missouri service territories of Kansas City Power &
7 Light Company and KCP&L Greater Missouri Operations Company. One line has been
8 completed and the other has an anticipated completion date of June 2017. Transource
9 Missouri, LLC took over the ownership of the projects in January of 2014, and filed an annual
10 report for 2014.

11 ATXI, File No. EA-2015-0145. ATXI is in the process of building a short segment of
12 345 kV transmission line that, in Missouri, is approximately 8 miles long and goes from the
13 Mississippi River to a substation near Palmyra. This line is part of the Illinois Rivers Project
14 and was also approved by MISO as part of the MTEP11. This line is currently under
15 construction with an anticipated completion date of November 2016.

16 Q. What is ATXI requesting in this case?

17 A. ATXI's Application lists the following request:

18 WHEREFORE, ATXI prays that the Commission issue an order effective no
19 later than January 31, 2016, that either dismisses this Application because the
20 Commission does not have jurisdiction over ATXI based upon the finding that
21 ATXI is not a public utility under Missouri law, or, alternatively, grants ATXI
22 a certificate of convenience and necessity to construct, install, own, operate,
23 control, manage, and maintain the Mark Twain Project described herein, as
24 described above and depicted on **Appendix D**, in northeastern Missouri.
25

26 In addition, ATXI requests at Paragraph 20, page 8 of its Application: "Because ATXI
27 will not provide retail service to end-use customers and will not be rate-regulated by the

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1 Commission, ATXI requests that the Commission waive the rate schedule filing requirement
2 of 4 CSR 240-3.145, the annual reporting requirement of 4 CSR 240-3.165, the depreciation
3 study requirement of 4 CSR 240-3.175, and the reporting requirements of
4 4 CSR 240-3.190(1), (2) and 3(A)-(D) for good cause. ATXI agrees to file with the
5 Commission the annual report it files with FERC.”

6 Q. Has ATXI provided all the information required by the Commission’s rule
7 4 CSR 240-3.105 Filing Requirements for Electric Utility Applications for Certificates of
8 Convenience and Necessity?

9 A. No. Paragraph 7, at page 4 of the Application states that “[a] depiction of the
10 proposed [final] route of construction of the line and proposed location for the new substation
11 is found on the map attached [t]he plans and specifications for construction of the
12 proposed Mark Twain Project are being developed and will be provided once they are
13 complete.” Paragraph 9, at page 4 of the Application states that “ATXI will provide all
14 required approvals or seek an appropriate waiver prior to the granting of the authority sought,
15 as provided by 4 CSR 240-3.105(2). A list of agencies that ATXI has contacted with regard
16 to the Project is contained in Appendix F.”

17 Q. Does 4 CSR 240-3.105 address the situation where the initial filing does not
18 contain all of the information required?

19 A. Yes. 4 CSR 240-3.105(2) is the section of the rule that states, “If any of the
20 items required under this rule are not available at the time the application is filed, they shall
21 be furnished prior to the granting of the authority sought.”

22 Q. Did ATXI file Direct Testimony with its Application?

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1 A. Yes. The Application lists the eight (8) ATXI witnesses who provided Direct
2 Testimony, and gives a short summary of the testimony of each witness.

3 Q. Does that Direct Testimony supply the information ATXI stated was not
4 included in its Application?

5 A. No. Although the Direct Testimony provides additional information, it does
6 not provide the missing information that the Application abstrusely referred to in Paragraphs 7
7 and 9.

8 Q. What criteria has the Commission been using for several years to evaluate
9 applications for CCNs?

10 A. The five criteria the Commission stated in a previous CCN case, Case No.
11 GA-94-127, *In re Tartan Energy Company*, 3 Mo.P.S.C.3d 173, 177 (1994), are commonly
12 referred to as the "*Tartan*" criteria. They are:

- 13 1) There must be a need for the service;
14 2) The applicant must be qualified to provide the proposed service;
15 3) The applicant must have the financial ability to provide the service;
16 4) The applicant's proposal must be economically feasible; and
17 5) The service must promote the public interest.

18 Q. Did ATXI address each of the *Tartan* criteria in its Application?

19 A. Yes. Although it does not specifically refer to the five criteria, it did address
20 each criterion in the Application and in testimony. The Application includes a short
21 description of how ATXI believes it has met these criteria and testimony also provided further
22 discussion related to the criteria.

23 Q. In Staff's opinion, has ATXI met the *Tartan* criteria?

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1 A. No. However, Staff, in its Rebuttal Testimony, has addressed the *Tartan*
2 criteria and explains that with the appropriate conditions, the Application is sufficient to
3 address the criteria.

4 Q. Which members of Staff address the first criterion, a need for the service?

5 A. Shawn E. Lange and I discuss the need for the project. Staff witness Lange
6 addresses how this project was part of the MISO transmission planning process. Paragraph 12
7 of the Application discusses the Missouri Renewable Energy Standard (“RES”) as part of the
8 support for the need for the line. I will address the RES as well as the U.S. Environmental
9 Protection Agency’s (“EPA’s”) Clean Power Plan (“CPP”), pursuant to Section 111(d) of the
10 Clean Air Act.

11 With regard to the need in Missouri for the project, the Application states in Paragraph
12 12, page 5, that the project “will provide for the integration of wind energy in Missouri to
13 increase the amount of electricity available from renewable resources, including wind energy
14 that would be transported to aid Missouri public utilities in complying with Missouri’s
15 Renewable Energy Standard, section 393.1020, RSMo., *et seq.*”

16 Q. Please describe Missouri’s RES.

17 A. The RES requires investor-owned electric utilities to meet specific percentages
18 of renewable energy requirements starting in 2011 with increases in 2014, 2018, and 2021.
19 Currently the requirement is for 5% of the retail sales for that electric utility to be met with
20 renewable energy and it will increase to 10% in 2018 and 15% in 2021. However, the
21 investor-owned utilities can meet the RES using renewable energy credits (“RECs”), and
22 those RECs do not have to be associated with energy that is delivered to or generated in
23 Missouri. Based on the RES Annual Reports and other information publicly available, three

1 of the four investor-owned electric utility companies in Missouri (The Empire District
2 Electric Company, Kansas City Power & Light Company and KCP&L Greater Missouri
3 Operations Company) have existing capacity and new contracts that are projected to not only
4 supply enough RECs for each to meet the 15% RES requirement for 2021, but also for each to
5 have excess RECs to sell.

6 In contrast, Ameren Missouri's Integrated Resource Plan, which was filed on
7 October 1, 2014, in File No. EO-2015-0084, describes Ameren Missouri's plans to acquire
8 additional renewable resources as part of its Preferred Resource Plan but Staff is not aware of
9 any new contracts that are in place. In particular, Ameren Missouri's Preferred Resource Plan
10 includes 400 MW of additional wind generation and Ameren Missouri's analysis shows that it
11 will need a significant amount of RECs by 2019. Since MISO has established an in-service
12 date for the Mark Twain Project of November 2018, the Mark Twain 345-kV line could
13 supply renewable electricity to Ameren Missouri that would help meet the RES requirements
14 (assuming that the associated RECs were bundled, that is the RECs were included with the
15 energy delivered).

16 Q. Does the RES treat RECs that are generated in Missouri differently than RECs
17 generated outside the state?

18 A. Yes. One (1) MWh of renewable electricity that is generated out-of-state is
19 equal to one (1) REC. One (1) MWh of renewable electricity that is generated in-state is
20 equal to one and one-fourth (1.25) RECs. The RES statute includes the following language:
21 "Each kilowatt-hour of eligible energy generated in Missouri shall count as 1.25 kilowatt-
22 hours for purposes of compliance." This language reflects a clear preference for renewable
23 energy to be generated in Missouri. Since the Mark Twain Project has the potential to provide

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1 renewable energy from both in-state and out-of-state sources, this distinction could affect a
2 utility's decision to purchase renewable generation. However, since the current value of a
3 REC is less than \$1 per REC, the additional \$0.25 or less per REC generated in state is not
4 likely to significantly alter a purchasing decision.

5 Q. Does the RES apply to rural electric cooperatives and municipal electric
6 utilities in Missouri?

7 A. No. Rural electric cooperatives and municipal electric utilities in Missouri
8 represent approximately 30% of the retail electric sales in Missouri. These entities have
9 generally expressed an interest in renewable generation to various extents but the fact that the
10 RES does not apply to their sales requirements limits the impact of the RES on Missouri and
11 also limits the need for RECs.

12 Q. Does ATXI discuss the EPA's CPP in its Application or Direct Testimony?

13 A. No. However, Staff maintains that this EPA rule needs to be discussed as part
14 of this CCN request. EPA has announced the final rule for the CPP and has also announced
15 that it expects to publish the CPP in late October 2015. Although there is significant
16 disagreement on what the effect of the CPP will be, the legality of the CPP, and what
17 Missouri's State Implementation Plan ("SIP") will require, it is highly likely that renewable
18 generation will be required. Another thing that is clear is that the CPP applies to all electric
19 utilities in the state of Missouri, not just investor owned electric utilities. Due to uncertainties
20 regarding the CPP, it is difficult to determine the impact on Missouri at this time with any
21 degree of certainty.

22 Q. If the level of uncertainty regarding the CPP is great, what is its relevance to
23 the Mark Twain Project?

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1 A. The Mark Twain Project would limit the effect of this uncertainty by providing
2 Missouri electric utilities opportunities to locate wind generation near the Mark Twain Line,
3 by allowing Missouri electric utilities the opportunity to import renewable electricity from
4 other states (especially other MISO states), and by allowing Missouri utilities the opportunity
5 to export electricity from in-state sources to other states.

6 Q. In the previous response, you mentioned other states several times. Why do
7 you believe other states are relevant to this discussion?

8 A. First, all of the Missouri investor-owned electric utilities own generation in
9 other states. Second, all of the Missouri investor-owned electric utilities have purchase power
10 contracts with generators from other states. Likewise, the rural electric cooperatives in
11 Missouri primarily depend on the Association of Electric Cooperative, Inc. ("AECI") for
12 electricity and the municipal electric utilities primarily depend on the Missouri Joint
13 Municipal Electric Utility Commission ("MJMEUC") for electricity. AECI and MJMEUC
14 own generation in other states and have purchase power contracts with generators in other
15 states. Given the current ties with other states, it is no surprise that a regional approach to
16 meeting the CPP is being discussed in Missouri. While the result of that discussion cannot be
17 fully know for at least a year and likely closer to three (3) years, a transmission line that
18 would strengthen ties to other states provides for additional flexibility to meet the
19 requirements of the CPP.

20 Q. Earlier, you mentioned that Staff witness Shawn E. Lange discusses the need
21 for the Mark Twain Project in his rebuttal testimony. Would you summarize his Rebuttal
22 Testimony?

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1 A. Yes. Staff witness Lange discusses MTEP11 and MTEP14 in more detail than
2 I did above. His general conclusion is that the Mark Twain Project does have regional
3 reliability benefits, would allow wind to be developed near the Mark Twain Line and would
4 allow wind in other parts of MISO to be imported into Missouri.

5 Q. What is Staff's conclusion regarding need for the Mark Twain Project?

6 A. Based on the Rebuttal Testimony of Staff witness Lange and my testimony
7 regarding the RES and CPP, Staff concludes that there is a need for the services that would be
8 provided by the Mark Twain Project.

9 Q. What is Staff's position on the second criterion?

10 A. The Applicant is qualified to provide the service. Among the witnesses for
11 ATXI who also are employed by Ameren Services Company and thus ATXI are Maureen A.
12 Borkowski, David Endorf, James Jontry, and Dennis D. Kramer.

13 Maureen A. Borkowski is President of ATXI since August 2010 and Senior Vice
14 President, Transmission at Ameren Services Company since July 2011. She has a B.S. degree
15 in Mechanical Engineering from Notre Dame. As Senior Vice President of Transmission for
16 Ameren Services her responsibilities include the planning, operation, design, construction,
17 and maintenance of the high voltage transmission system of Ameren's transmission owning
18 companies including ATXI, Ameren Missouri, and Ameren Illinois Company d/b/a Ameren
19 Illinois. She is also responsible for transmission policy and regulatory activities of Ameren's
20 transmission owning companies at MISO.

21 David Endorf designs transmission line projects for Ameren Services Company which
22 provides support services to the Ameren operating companies including ATXI. He has a B.S.
23 degree in Civil Engineering from Valpraiso University and a M.S. degree in Civil Engineering

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1 from the University of Missouri – Rolla. He is a registered Professional Engineer in Missouri
2 and Illinois.

3 James Jontry is a Senior Project Manager in the Transmission Department of Ameren
4 Services Company. He has a B.S. in General Engineering from the University of Illinois and
5 a M.B.A. from Webster University. He is a registered Professional Engineer in Missouri and
6 a certified Project Management Professional. He is responsible for the planning, execution,
7 completion, and operational integration of large scale transmission construction projects.

8 Dennis D. Kramer has a B.S. degree in Electrical Technology from Tulane University
9 with concentrations in power systems and digital electronics and a M.B.A. He has 35 years of
10 experience in the electric energy industry at Public Service of Indiana, Entergy Corporation,
11 Unimar Consulting Group Ltd., Arthur Andersen, Bearingpoint Corporation, and Ameren
12 Services Company. He is currently Senior Director of Transmission Policy, Planning and
13 Stakeholder Relations at Ameren Services.

14 In addition to the staffing listed above, the Application on Paragraph 15, page 5 states
15 “ATXI is qualified to provide the proposed service and is now developing and constructing a
16 variety of interstate electric transmission projects.” ATXI is also an affiliate of Ameren
17 Corp., has been in business for over nine (9) years, and has access to Ameren Services, which
18 also provides expertise to Ameren Missouri. Based on this information, the Applicant is
19 qualified to provide the service.

20 Q. Which Staff witness addresses the third criterion, that the applicant must have
21 the financial ability to provide the service?

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1 A. Staff witness David Murray discusses the financing of this project and
2 concludes that ATXI does have the financial ability to build, maintain and operate the Mark
3 Twain Project.

4 Q. Which Staff witness addresses the fourth criterion, that the applicant's proposal
5 must be economically feasible?

6 A. Staff witness Michael L. Stahlman discusses the economic feasibility and the
7 benefits to Missouri. Staff witness Stahlman concludes that the project is economically
8 feasible since it will receive RTO cost allocation through MISO tariff schedules.

9 Q. Which Staff witnesses address the fifth criterion, that the applicant's proposal
10 must promote the public interest?

11 A. For this criterion, the Rebuttal Testimony of all of the Staff witnesses in this
12 case broadly relate to the public interest. In addition to the testimonies of Staff witnesses
13 Murray, Stahlman, and Lange, Staff witness Natelle Dietrich discusses the large number of
14 public comments, approximately 3000, that the Commission has received regarding this case.
15 Staff witness Sarah L. Kliethermes discusses MISO's inclusion of the Mark Twain Project in
16 its Multi Value-Projects ("MVPs") portfolio, which was approved by MISO in MTEP11 and
17 the cost-benefit ratios that MISO developed for the Project and concludes that the Project is in
18 the public interest.

19 Q. Is the Commission holding local public hearings regarding the Mark Twain
20 Project?

21 A. Yes, three (3) local public hearings; one in Shelbyville, Missouri at 6 p.m. on
22 October 19, one in Queen City, Missouri at 6 p.m. on October 26, and one in Kirksville,
23 Missouri at 6.p.m. on October 27. At the time of this filing, only one of the three (3) local

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1 public hearings has been held in this case and that hearing was only two days before this
2 filing. The Staff witnesses will be attending and/or reviewing the transcripts for those
3 proceedings when the transcripts are available and may file Supplemental Rebuttal Testimony
4 to address anything raised at one or more of the local public hearings that could not have been
5 anticipated for the October 21, 2015 filing.

6 Q. One issue that has been raised at local public hearings for previous CCN cases
7 involving transmission lines is the issue of easement concerns. Is Staff aware of any prior
8 decisions of the Commission that might assist the Commission in addressing easement
9 concerns?

10 A. Yes. In Case No. EO-2002-351,¹ in the "IT IS THEREFORE ORDERED:"
11 section of its Report and Order, the Commission conditioned the approval of the CCNs. The
12 Commission also ordered the company, Union Electric Company d/b/a AmerenUE, to "follow
13 the construction, clearing, maintenance repair, and right-of-way practices set out in Exhibit A
14 attached to this order." Staff recommends that the Commission adopt the conditions in
15 Exhibit A which I have converted to Schedule DB-R-2² attached hereto and adopt some of the
16 other conditions that were contained in that Report and Order before granting ATXI a CCN.
17 Specifically, conditions 2, 4, 6, and 7 in the "IT IS THEREFORE ORDERED:" section of the
18 Report and Order in Case No. EO-2002-351 which are related to easements should be
19 included as conditions to the grant of any CCN for ATXI. These conditions are listed below,
20 with "ATXI" being inserted into the language where appropriate:

¹ In the Matter of the Application of Union Electric Company for Permission and Authority to Construct, Operate, Own, and Maintain a 345 Kilovolt Transmission Line in Maries, Osage, and Pulaski Counties, Missouri ("Callaway-Franks Line")

² Staff has modified the attachment to the Case No. EO-2002-351 order to reflect the ATXI Application and eliminated references to AECI that are not relevant to the current ATXI case. The modified Exhibit A to the order is attached to this rebuttal testimony as Schedule DB-R-2

1 2. That the certificate is limited to the construction of this line in the location
2 specified in the application, and as represented to the landowners on the aerial
3 photos provided by ATXI, unless a written agreement from the landowner is
4 obtained, or ATXI gets a variance from the Commission for a particular
5 property.

6
7 4. That absent a voluntary agreement for the purchase of the property rights,
8 the transmission line shall not be located so that a residential structure
9 currently occupied by the property owners will be removed or located in the
10 easement requiring the owner to move or relocate from the property.

11
12 6. That ATXI, shall survey the transmission line location after construction and
13 record the easement location with the Recorder of Deeds in the appropriate
14 counties. ATXI shall also file a copy of its survey in this case.

15
16 7. That ATXI shall follow the construction, clearing, maintenance, repair, and
17 right-of-way practices set out in Exhibit A attached to [the ATXI] order.

18
19 Q. Is Staff aware of any other Orders associated with the project, or other ATXI
20 projects, that discuss conditions Staff would recommend to the Commission?

21 A. Yes. File No. EA-2015-0145 was ATXI's first request for a CCN in Missouri
22 and the Order Granting Certificate of Convenience and Necessity was effective June 12, 2015.
23 In that case, Staff requested that as a condition to granting the CCN, ATXI agree to follow the
24 policies outlined in ATXI's response to Staff Data Request No. 0022 regarding landowners
25 and land management. ATXI subsequently agreed to the condition. ATXI also agreed in File
26 No. EA-2015-0145 to file annually with the Commission the annual report it files with the
27 FERC. A copy of Staff Data Request No. 22 from File No. EA-2015-0145 is attached as
28 Schedule DB-R-3.

29 In addition, ATXI filed testimony in Docket No. 12-0598, the Petition with the Illinois
30 Commerce Committee ("ICC") for its Illinois Rivers Project that included ATXI Exhibit 5.2,
31 Agricultural Impact Mitigation Agreement. This Agreement addresses many of the same

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1 subjects addressed in the two previous examples that I have provided. Although Staff is not
2 requesting that this Agreement be made a condition for approval of the requested CCN, this
3 Agreement is attached as Schedule DB-R-4 to my testimony to provide the Commission with
4 information on how Illinois addressed these issues for the related Illinois Rivers Project.

5 Q. Is Staff recommending that the practices described in Schedule DB-R-3, Staff
6 Data Request No. 22 from File No. EA-2015-0145, be made a condition for approval of the
7 requested CCN in the current case?

8 A. No. Although the practices described in Schedule DB-R-3 are reasonable, the
9 practices are limited in scope and do not address many of the issues that Schedule DB-R-2
10 does. This is especially true for the practices regarding right-of-way acquisition. In File No.
11 EA-2015-0145, all right-of-ways had been acquired so the issue was moot. In the current
12 case, based on a review of the public comments that have been received, this is an important
13 issue and the practices described in Schedule DB-2 address the issue.

14 Q. ATXI requests that the Commission waive the reporting and filing
15 requirements of 4 CSR 240-3.145, 4 CSR 240-3.165, 4 CSR 240-3.175 and
16 4 CSR 240-3.190(1), (2) and (3)(A)-(D) for good cause. ATXI also agrees to file with the
17 Commission the annual report it files with FERC. Does Staff support this relief?

18 A. Yes. And, as in File No. EA-2015-0145, Staff requests that ATXI be required
19 to file with the Commission the annual report it files with the Federal Energy Regulatory
20 Commission.

21 Q. Why does Staff support this request?

22 A. Since ATXI will not directly serve retail customers in Missouri, many of these
23 reporting requirements would have little or no value to Staff or other interested parties and

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1 therefore would be a burden with little or no benefits. For example, the rate schedule filing
2 requirements in 4 CSR 240-3.145 (what would generally be referred to as a utility's tariffs)
3 are essential for an electric utility serving retail customers in Missouri. For ATXI similar
4 tariffs would be filed with the Federal Energy Regulatory Commission ("FERC"), which
5 regulates its rates. The FERC approved tariffs are publicly available. Likewise, the
6 depreciation studies required by 4 CSR 240-3.175 are an essential component to determining
7 the cost to serve retail customers but would be of no value the Commission since FERC will
8 set ATXI's rates. The reporting requirements of 4 CSR 240-3.190(1), (2) and (3)(A)-(D) all
9 refer to the electric generating facilities that serve the company's retail customers but since
10 ATXI has no retail customers in Missouri and does not own generating facilities, these
11 requirements also do not apply. Finally, the proposal regarding the annual reporting
12 requirements of 4 CSR 240-3.165 would be waived and ATXI would instead file with the
13 Commission the annual report it files with the FERC, the entity that regulates its rates.

14 Q. Please provide the list of conditions recommended by Staff, should the
15 Commission grant ATXI's request that, among other things, it be granted a CCN for the Mark
16 Twain Project, and note the Staff witness that is sponsoring each recommended condition.

17 A. The complete list of Staff's recommended conditions and the Staff witness
18 sponsoring that particular condition follows:

19 **As a condition of granting the CCN:**

20 The plans and specifications for construction of the proposed Mark Twain
21 Project that ATXI is developing shall be filed with the Commission as required
22 by 4 CSR 240-3.105(1)(B)2. [These yet to be filed plans and specifications do
23 not include the proposed final route of the 345-kV Mark Twain Project which
24 has been filed by ATXI.] [Staff witness: Daniel I. Beck]

25
26 ATXI will provide all required approvals 4 CSR 240-3.105(1)(D) or seek an
27 appropriate waiver prior to the granting of the authority sought, as provided by

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1 4 CSR 240-3.105(2). [Staff witness: Daniel I. Beck]³⁴
2

3 That the certificate is limited to the construction of this line in the location
4 specified in the application, and as represented to the landowners on the aerial
5 photos provided by ATXI, unless a written agreement from the landowner is
6 obtained, or ATXI gets a variance from the Commission for a particular
7 property. [Staff witness: Daniel I. Beck]
8

9 That absent a voluntary agreement for the purchase of the property rights, the
10 transmission line shall not be located so that a residential structure currently
11 occupied by the property owners will be removed or located in the easement
12 requiring the owners to move or relocate from the property. [Staff witness:
13 Daniel I. Beck]
14

15 That ATXI shall survey the transmission line location after construction and
16 record the easement location with the Recorder of Deeds in the appropriate
17 counties. ATXI shall also file a copy of its survey in this case. [Staff witness:
18 Daniel I. Beck]
19

20 That ATXI shall follow the construction, clearing, maintenance, repair, and
21 right-of-way practices set out in Schedule DB-R-2 attached to this Rebuttal
22 Testimony. [Staff witness: Daniel I. Beck]
23

24 That ATXI shall be required to file with the Commission the annual report it
25 files with FERC. [Staff witness: Daniel I. Beck]

³ This request is similar to the request in the Application of Transource Missouri in File. No. EO-2012-0367 in Paragraph 52, page 18: "The Companies request that approval of such transfers be conditioned upon: (i) Transource Missouri obtaining the necessary approvals to construct the Projects ..." The Rebuttal Testimony of Staff witness Alan J. Bax in File Nos. EA-2013-0098 and EO-2012-0367, page 7, lines 10-14 states:

Q. Have the Applicants' [sic] provided all the information required for approval without a specified route under Rule 4 CSR 240-3.105?

A. No. The required city or county consents, franchises and other potentially necessary government permits or approvals, such as from the U.S. Army Corp. of Engineers, have not been received....

⁴ This request is similar to the request in the Application of Grain Belt Express Clean Line LLC in File. No. EA-2014-0207 in Paragraph 39, page 16: "All 4 CSR 240-3.105(1)(D) governmental consents required for the construction and operation of the Project in Missouri will be provided, or the Company will provide an affidavit that such consents have been acquired, once they have been received per 4 CSR 240-3.105(2)." The Rebuttal Testimony of Staff witness Daniel I. Beck in File No. EA-2014-0207, page 6, lines 5-6 state "The rule requires a 'certified copy of the required approval of other government agencies.' Staff concludes that certified copies of the required approval are not available at this time."

Rebuttal Testimony of
Daniel I. Beck

1

2

Q. Does this complete your Rebuttal Testimony?

3

A. Yes it does.

Daniel I. Beck, P.E.
Manager of Engineering Analysis Unit
Operational Analysis Department
Commission Staff Division

Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

I graduated with a Bachelor of Science Degree in Industrial Engineering from the University of Missouri at Columbia. Upon graduation, I was employed by the Navy Plant Representative Office in St. Louis, Missouri as an Industrial Engineer. I began my employment at the Commission in November, 1987, in the Research and Planning Department of the Utility Division (later renamed the Economic Analysis Department of the Policy and Planning Division) where my duties consisted of weather normalization, load forecasting, integrated resource planning, cost-of-service and rate design. In December, 1997, I was transferred to the Tariffs/Rate Design Section of the Commission's Gas Department where my duties include weather normalization, annualization, tariff review, cost-of-service and rate design. In June 2001, I was transferred to the Engineering Analysis Section of the Energy Department, which was created by combining the Gas and Electric Departments. I became the Supervisor of the Engineering Analysis Section, Energy Department, Utility Operations Division in November 2005. Since that time my title has been changed to Manager of the Engineering Analysis Unit, Operational Analysis Department, Commission Staff Division and the Engineering Analysis Unit has added responsibilities in the area of depreciation.

I am a Registered Professional Engineer in the State of Missouri. My registration number is E-26953.

**List of Cases in which prepared testimony was presented by:
DANIEL I. BECK**

<u>Company Name</u>	<u>Case No.</u>
Union Electric Company	EO-87-175
The Empire District Electric Company	EO-91-74
Missouri Public Service	ER-93-37
St. Joseph Power & Light Company	ER-93-41
The Empire District Electric Company	ER-94-174
Union Electric Company	EM-96-149
Laclede Gas Company	GR-96-193
Missouri Gas Energy	GR-96-285
Kansas City Power & Light Company	ET-97-113
Associated Natural Gas Company	GR-97-272
Union Electric Company	GR-97-393
Missouri Gas Energy	GR-98-140
Missouri Gas Energy	GT-98-237
Ozark Natural Gas Company, Inc.	GA-98-227
Laclede Gas Company	GR-98-374
St. Joseph Power & Light Company	GR-99-246
Laclede Gas Company	GR-99-315
Utilicorp United Inc. & St. Joseph Light & Power Co.	EM-2000-292
Union Electric Company d/b/a AmerenUE	GR-2000-512
Missouri Gas Energy	GR-2001-292
Laclede Gas Company	GR-2001-629
Union Electric Company d/b/a AmerenUE	GT-2002-70
Laclede Gas Company	GR-2001-629
Laclede Gas Company	GR-2002-356
Union Electric Company d/b/a AmerenUE	GR-2003-0517
Missouri Gas Energy	GR-2004-0209
Atmos Energy Corporation	GR-2006-0387
Missouri Gas Energy	GR-2006-0422
Union Electric Company d/b/a AmerenUE	GR-2007-0003
The Empire District Electric Company	EO-2007-0029/EE-2007-0030
Laclede Gas Company	GR-2007-0208
The Empire District Electric Company	EO-2008-0043
Missouri Gas Utility, Inc.	GR-2008-0060

The Empire District Electric Company	ER-2008-0093
Trigen Kansas City Energy Corporation	HR-2008-0300
Union Electric Company d/b/a AmerenUE	ER-2008-0318
Kansas City Power & Light Company	ER-2009-0089
KCP&L Greater Missouri Operations Company	ER-2009-0090
Missouri Gas Energy	GR-2009-0355
The Empire District Gas Company	GR-2009-0434
Union Electric Company d/b/a AmerenUE	ER-2010-0036
Laclede Gas Company	GR-2010-0171
Atmos Energy Corporation	GR-2010-0192
Kansas City Power & Light Company	ER-2010-0355
KCP&L Greater Missouri Operations Company	ER-2010-0356
Union Electric Company d/b/a Ameren Missouri	GR-2010-0363
Kansas City Power & Light Company	ER-2012-0174
KCP&L Greater Missouri Operations Company	ER-2012-0175
Chaney vs. Union Electric Company	EO-2011-0391
Veach vs. The Empire District Electric Company	EC-2012-0406
The Empire District Electric Company	ER-2012-0345
KCP&L Greater Missouri Operations Company	ET-2014-0059
Kansas City Power & Light Company	ET-2014-0071
Union Electric Company d/b/a Ameren Missouri	ET-2014-0085
Missouri Gas Energy	GR-2014-0007
Union Electric Company d/b/a Ameren Missouri	EA-2012-0281
Union Electric Company d/b/a Ameren Missouri	EA-2014-0136
Summit Natural Gas of Missouri, Inc.	GR-2014-0086
Grain Belt Express Clean Line LLC	EA-2014-0207
Union Electric Company d/b/a Ameren Missouri	ER-2014-0258
Kansas City Power & Light Company	ER-2014-0370

Schedule DB-2 Exhibit A
Case No: EA-2015-0146 EO-2002-351

Construction and Clearing

1. Prior to construction, ~~AmerenUE~~ATXI will notify all landowners in writing of the name and telephone number of ~~AmerenUE~~ATXI's Construction Supervisor so that they may contact the Construction Supervisor with questions or concerns before, during, or after construction. Such notice will also advise the landowners of the expected start and end dates of construction on their properties.
2. Prior to construction, ~~AmerenUE~~ATXI's Construction Supervisor will personally contact each landowner (or at least one owner of any parcel with multiple owners) to discuss access to the right-of-way on their parcel and any special concerns or requests about which the landowner desires to make ~~AmerenUE~~ATXI aware.
- ~~3. If AECE reached a written agreement with a landowner when the original AECE easement was granted calling for a particular method of clearing or right-of-way maintenance, AmerenUE will honor that agreement unless now prohibited by law from doing so, or unless an alternate agreement is reached with the current property owner.~~
- ~~4.~~3. From the beginning of construction until end of construction and clean-up of the right-of-way is complete, ~~AmerenUE~~ATXI's Construction Supervisor will be on-site, meaning at or in the vicinity of the route, or on-call, to respond to landowner questions or concerns.
- ~~5.~~4. If requested by the landowner, ~~AmerenUE~~ATXI will cut logs 12" in diameter or more into 10 to 20 foot lengths and stack them just outside the right-of-way for handling by the landowner.
- ~~6.~~5. Stumps will be cut as close to the ground as practical, but in any event will be left no more than 4" above grade.
- ~~7.~~6. Unless otherwise directed by the landowner, stumps will be treated to prevent regrowth.
- ~~8.~~7. Unless the landowner does not want the area seeded, disturbed areas will be reseeded with a blend of K31 fescue, perennial rye, and wheat grasses, fertilized, and mulched with straw.
- ~~9.~~8. Best management practices will be followed to minimize erosion, with the particular practice employed at a given location depending upon terrain, soil, and other relevant factors.

~~10.9.~~ Gates will be securely closed after use.

~~11.10.~~ Should AmerenUEATXI damage a gate, AmerenUEATXI will repair that damage.

~~12.11.~~ If AmerenUEATXI installs a new gate, AmerenUEATXI will either remove it after construction and repair the fence to its pre-construction condition, or will maintain the gate so that it is secure against the escape of livestock.

~~13.12.~~ AmerenUEATXI will utilize design techniques intended to minimize corona.

~~14.13.~~ Should a landowner experience radio or tv interference issues believed by the landowner to be attributed to AmerenUEATXI's line, AmerenUEATXI will work with the landowner in good faith to attempt to solve the problem.

~~15.14.~~ AmerenUEATXI will clearly mark guy wires.

Maintenance and Repair

1. With regard to future maintenance or repair and right-of-way maintenance after construction is completed, AmerenUEATXI will make reasonable efforts to contact landowners prior to entry onto the right-of-way on their property to advise the landowners of AmerenUEATXI's presence, particularly if access is near their residence.
2. All AmerenUEATXI contractors will be required to carry and maintain a minimum of one million dollars of liability insurance available to respond to damage claims of landowners. All contractors will be required to respond to any landowner damage claims within 24 hours. All contractors will be required to have all licenses required by state, federal, or local law.
3. All right-of-way maintenance contractors will employ foremen that are certified arborists.
4. If herbicides are used, only herbicides approved by the EPA and any applicable state authorities will be used, and herbicides will be used in strict compliance with all labeling directions.
5. Routine maintenance will not occur during wet conditions so as to prevent rutting.
6. Existing access roads will be used to access the right-of-way wherever available.
7. Prior to commencing any vegetation management on the right-of-way, AmerenUEATXI will meet personally with all landowners to discuss AmerenUEATXI's vegetation management program and plans for their property,

and to determine if the landowner does or does not want herbicides used on their property. If the landowner does not want herbicides used, they will not be used.

Right-of-Way Acquisition

1. Every landowner from whom AmerenUEATXI requires an easement will be contacted personally, and AmerenUEATXI will negotiate with each such landowner in good faith on the terms and conditions of the easement, its location, and compensation therefor. They will be shown a specific, surveyed location for the easement and be given specific easement terms.
2. After construction is completed, every landowner will be contacted personally to ensure construction and clean-up was done properly, to discuss any concerns, and to settle any damages that may have occurred.
- ~~3. With regard to landowners over whose land an existing AECE easement exists, AmerenUE will honor the location shown on the plat given to the original grantor unless otherwise agreed by the landowner and will not treat the easement as a "blanket" easement over the rest of the property.~~
- 4.3. If a landowner so desires, AmerenUEATXI will give the landowner a reasonable period of time in advance of construction to harvest any timber the landowner desires to harvest and sell.
- 5.4. AmerenUEATXI's right-of-way acquisition policies and practices will not change regardless of whether AmerenUEATXI does or does not yet possess a Certificate of Convenience or Necessity from the Commission.

Ameren Transmission Company of Illinois's
Response to MPSC Data Request

In the Matter of the Application of Ameren Transmission Company of Illinois for Other Relief or, in the Alternative, a Certificate of Public Convenience and Necessity Authorizing it to Construct, Install, Own, Operate, Maintain and Otherwise Control and Manage a 345,000-volt Electric Transmission Line in Marion County, Missouri, and an Associated Substation near Palmyra, Missouri.
Data Request

Data Request No.: MPSC 0022 - Dan Beck

The Staff understands that ATXI has all necessary easements. Please provide-identify ATXI's transmission facilities practices during and after construction respecting: (a) frequency of contact with landowners; (b) treatment of easement land, trees, vegetation, and property, such as fences, gates, irrigation facilities, electronics; (c) seeding of construction areas; (d) use of herbicides; (e) maintenance of insurance; routine maintenance-repair; (f) major outage; (f) and clean-up regarding construction, routine maintenance-repair, or major outage? If ATXI doesn't have such practices, does it plan to develop such practices and when? DR requested by Dan Beck (dan.beck@psc.mo.gov)

RESPONSE

Name: Jeff Hackman
Title: Senior Director Transmission Operations, Engineering, Asset Management
Date: April 2, 2015

(a) frequency of contact with landowners;

During: landowners are contracted in person, by phone and/or in writing at least 24 hours prior to the beginning of construction and provided a name and phone number of an AMS real estate employee or contractor to contact if they have any questions or concerns.

After: landowners are contacted after construction to settle crop, land restoration, or other damages.

(b) treatment of easement land, trees, vegetation, and property, such as fences, gates, irrigation facilities, electronics;

ATXI is responsible for damages caused to the easement land resulting from the construction of the transmission line. ATXI settles damages with the landowners after construction is complete.

ATXI works with landowners on the disposition of the trees and vegetation that are cleared. Trees and vegetation are either windrowed, chipped and spread on the easement, or removed

from the property. In some cases landowners request and ATXI agrees that certain sized timber be stacked for use by the landowner as firewood.

ATXI is responsible to reinstall any fences or gates taken down during construction. If gates and fences are damaged, ATXI is responsible for the cost of repairs. On a case by case basis, ATXI works with the landowner and will install gates in fences for access to minimize the impact on pasture land and livestock.

With respect to irrigation facilities, ATXI attempts to select routes and pole placements that minimize or mitigate the impact on irrigation facilities. If modification to an existing irrigation system are required because of the transmission line, then ATXI on a case by case basis, will compensate the landowner for the cost of the modification and the damage associated with such modification.

With respect to electronics, if the landowner experiences interference that is caused by the operation of the transmission line, then AMS's engineering department will investigate on behalf of ATXI to mitigate the cause of the interference.

(c) seeding of construction areas

During and after construction, ATXI will work with landowners to prevent or correct excessive erosion on all lands disturbed by construction by implementing reasonable methods to control erosion, including the seeding of construction areas.

(d) use of herbicides

During Initial Clearing Activities:

Herbicide treatment all of trees, brush, vines, or stumps shall be used unless otherwise specified by ATXI (i.e. stumps in restricted areas). Herbicide must be applied within 24 hours of cutting. Only EPA registered herbicides will be allowed. Note: Tordon herbicide or any herbicide with Picloram as the active ingredient is not to be used on ATXI property or ROW's.

All stumps shall be treated with an approved herbicide in accordance with the manufacturer's label. The method of application and the herbicide(s) utilized shall be recommended by the contractor, but shall be approved by the AMS Transmission Vegetation Management department on behalf of ATXI. The contractor will submit an "Ameren Outside Contractor Pesticide Use Request" form for all herbicides, surfactants, or other additives to be used. Soil sterilants are not to be used on ATXI property or ROW's. Herbicides will not be used until this form has been approved.

In areas on the ROW where clearing has been completed by others and live tree stumps were left higher than 3 inches, the contractor shall recut to 3 inches or less and treat with the approved herbicide.

The contractor shall comply with all requirements of the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) and the Pesticide Control Act and National Pollution Discharge Elimination System (NPDES) of Missouri, Illinois, Iowa, or other states, as applicable to the location of the clearing work, regarding permitting, record keeping including required NPDES forms, certification of applicators and the control and application of herbicides.

All spill response must be in accordance with applicable regulations. Initial spill response should include measurements to localize the spill impact via containment and notification of

appropriate AMS Environmental Services staff on behalf of ATXI by calling the Ameren Spill Hotline. Initial notification must be made immediately.

During Maintenance Activities:

Contractors utilize Low Volume Foliar (LVF), basal and stump application.

Contractor shall treat right-of-ways in a chemical manner as per ATXI specifications. ALL HERBICIDE MIXES MUST BE APPROVED BY AMS on behalf of ATXI in writing via the Contractor Pesticide Use Request Form. (Note: Tordon Herbicide or any herbicide with Picloram as the active ingredient is not to be used on ATXI property.)

All chemicals used must be registered by the Environmental Protection Agency (EPA) and other appropriate governing regulatory agencies.

HERBICIDE APPLICATION

- a) All trees and woody brush less than Priority Status height shall be treated within the wire zone of the right-of-way.
- b) The wire zone shall be defined as the area directly under the conductors and 20 feet beyond either side of the outside conductor.
- c) Buffer zones of species where their mature height would be less than 20 feet tall shall be left outside the wire zone. Examples would be flowering dogwood, red bud, sumac, American Plum, etc.
- d) Species that would reach a mature height greater than 10 feet shall be treated within the wire zone.
- e) All forbes, grasses, legumes, wildflowers and nonwoody types of vegetation are not to be treated. All cultivated berry bushes, ornamental shrubs, fruit trees and yard trees are not to be treated except under specific instructions of the Ameren representative. All applications shall be made in a manner as to not adversely affect these plant species.
- f) All vines growing on any structure or hardware shall be severed and the stump treated with herbicide. Any loose or dangling portions reachable from the ground shall be removed.
- g) No aerial applications shall be made.
- h) All herbicides used shall be approved by AMS on behalf of ATXI. (See Outside Contractor Pesticide Use Request Form 4567N.)
- i) Contractor shall be liable for all claims including, but not limited to, damage to adjacent landowners property due to over-spray, runoff, or improper application methods that may arise as a result of their work.
- j) Any brush greater than Priority Status height and with less than 30 feet clearance shall immediately be brought to the attention of the AMS representative verbally, and the location shall be marked on the map and submitted to the AMS representative.

k) The AMS representative is to be notified of any applications that are required in a "wetlands type environment". Only herbicides labeled specifically for use in "wetland areas" shall be applied.

l) Brush along areas such as roadways, fences and railroad ROWs that, if treated, could fall and cause a public hazard, shall not be treated. These areas are to be clearly marked on the map, noted on the Circuit Notes form and submitted to the AMS representative.

CUSTOMER CONTACT

a) Landowners are to be notified in advance of application, in writing, of contractor's intent to apply herbicides on their property. AMS will review and approve this letter/postcard before it is sent.

b) Contractor shall send notifications no less than 14 days and no more than 90 days in advance in Missouri. The AMS representative shall be notified prior to making any applications on such properties where notification cannot be confirmed or concerns expressed.

c) In the interest of good customer relations, contact should be made, wherever possible, before the crew enters the property.

(e) maintenance of insurance; routine maintenance-repair; (f) major outage

As with all transmission and distribution facilities, coverage is subject to terms and conditions of the corporate property insurance policy. The policy covers property insured against all risks of direct physical loss or damage unless otherwise excluded. Lines, including poles, towers, conductors, pole mounted transformers, etc. are excluded outside of a 1,000 feet of a plant/substation. Non-generating assets are subject to a \$2 million deductible.

(f) and clean-up regarding construction, routine maintenance-repair, or major outage?

Our practice after construction work related to routine maintenance-repair or major outage is to remove all construction debris and return the property to as near to as-found conditions as possible.

AGRICULTURAL IMPACT MITIGATION AGREEMENT
between the
AMEREN TRANSMISSION COMPANY OF ILLINOIS
and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of the
Illinois Rivers 345 kV Electric Transmission Line
in Adams, Brown, Cass, Champaign, Christian, Clark, Coles, Edgar, Fulton, Macon,
Montgomery, Morgan, Moultrie, Pike, Sangamon, Schuyler, Scott, and Shelby Counties
in Illinois

For system improvements which Ameren Transmission Company of Illinois (hereafter referred to as Company) has financial and/or technical oversight, the Illinois Department of Agriculture (IDA) and the Company agree to the following standards and policies that the Company will implement as it constructs a 345 kV electric transmission line/distribution facilities on agricultural land in Illinois. These standards and policies will serve to minimize the negative agricultural impacts that may result due to transmission line construction.

The below prescribed construction standards and policies only apply to construction activities occurring partially or wholly on privately owned agricultural land. They do not apply to construction activities occurring on highway or railroad right-of-way or on other publicly owned land. The Company will, however, adhere to the construction standards relating to the repair of drainage tile (Item No. 5 in the Agreement) regardless of where drainage tile is encountered.

The mitigative actions specified in the construction standards set forth in this Agricultural Impact Mitigation Agreement (Agreement) will be implemented in accordance with the conditions listed below:

- A. All mitigative actions are subject to modification through negotiation by landowners and a representative of the Company, provided such changes are negotiated in advance of any construction, maintenance, or repairs.
- B. The Company may negotiate with landowners to carry out the mitigative actions that landowners wish to perform themselves.
- C. All mitigative actions employed by the Company pursuant to this Agreement, unless otherwise specified in this Agreement, will be implemented within 45 days of completion of the transmission line facilities on any affected property, weather and landowner permitting. Temporary repairs will be made by the Company during the construction process as needed to minimize the risk of additional property damage that may result from an extended construction time period. If weather delays the completion of any mitigative action beyond the 45 day period, the Company will provide the landowner(s) with a written estimate of the time needed for completion of the mitigative action.
- D. Mitigative actions pursuant to this Agreement will extend to associated future construction, maintenance, and repairs by the Company.
- E. The Company agrees to include this Agreement as part of its submissions to the ICC and hereby agrees to the inclusion of the terms contained in this Agreement in any environmental assessment and/or environmental impact statement that may be prepared on the project.

- F. The Company will implement the mitigative actions contained in this Agreement to the extent that they do not conflict with the requirements of any applicable federal, state, or local rules, regulations, or other permits and approvals that must be obtained by the Company for the project.
- G. If any provision of this Agreement is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

Definitions

- Agricultural Land** – Land used for cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government set-aside programs.
- Company** – Utility company proposing the construction of the electrical transmission line.
- Cropland** – Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently in a government set-aside program and pastureland comprised of prime farmland.
- Electric Line** – Includes electric transmission and distribution lines, substations, and their associated components.
- Landowner** – Person(s) holding legal title to property on the electric transmission line route from whom the Company is seeking, or has obtained, a temporary or permanent easement, or any person(s) legally authorized by a landowner to make decisions regarding the mitigation or restoration of agricultural impacts to such landowner(s) property.
- Prime Farmland** – Agricultural land comprised of soils that are defined by the USDA Natural Resources Conservation Service as being "Prime" soils (generally considered the most productive soils with the least input of nutrients and management).
- Right-of-Way** – Includes the permanent and temporary easements that the Company acquires for the purpose of constructing electric facilities.

Electric Transmission Line Standards and Policies

1. Support Structures

- A. Only single pole support structures will be used.
- B. All support poles will be spaced in such a manner so as to minimize their placement on cropland.

2. Land to be Purchased via Fee Simple Acquisition

The Company does not intend to purchase and retain land in fee simple for the right of way corridor needed for the electric transmission line.

3. Above Ground Facilities

There will be no above ground facilities located on cropland other than the support structures, conductors, guy wires, and anchors. Access roads, if needed, will be located by agreement with landowners.

4. Drainage Tile

- A. If tiling is practiced in the area where a transmission line is to be constructed, the Company will send a letter to all landowners to request information as to whether support structure locations will interfere with any drainage tile.
- B. If the Company is advised of possible drainage tile interference with a support structure location, then the Company will conduct an engineering evaluation to determine if the support structure can be relocated to avoid interference with the tile. The Company will make its best efforts to relocate the support structure if the engineering integrity of the electric transmission line can be maintained.
- C. If the tile is intercepted and will be relocated per an agreement between the Company and the affected landowner, the tile shall be located not less than 50 feet upstream and 50 feet downstream of the interception. The tile shall be rerouted over that 100+ feet according to the recommendations of the *Illinois Drainage Guide, Circular 1226*, Cooperative Extension Service, College of Agricultural, Consumer and Environmental Sciences, University of Illinois at Urbana-Champaign, 1984. In no case shall the length of the rerouted tile exceed 125% of the length of original tile line that will be replaced.
- D. If the tile line is intercepted and repair is necessary, but no repair specifications are available from the county Soil and Water Conservation District, the Company shall reference the USDA Natural Resources Conservation Service Conservation Practice Standard document, "SUBSURFACE DRAIN" – CODE 606, to aid in the repair of the damaged tile.

5. Damages to Private Property

- A. The Company will make every reasonable effort to repair, replace, or pay to repair or replace damaged private property within 45 days, weather and landowner permitting, after the transmission line has been constructed across the effected property.
- B. If the landowner is paid for any work that is needed to correct damage to his/her property, the Company will pay the ongoing commercial rate for such work.

- C. The Company will remain liable to correct damages to private property beyond the construction of the transmission line, to associated future construction, maintenance, and repairs as well.

6. Restoration of Soil for Compaction and Rutting

- A. The Company, unless the landowner opts to do the restoration work, will chisel to a depth of 18 inches all cropland, which has been traversed by construction equipment to alleviate compaction impacts, unless the landowner specifies other arrangements that are acceptable to the Company.
- B. The Company will chisel to a depth of 12 inches all pasture and hayland that has been traversed by construction equipment to alleviate compaction impacts, unless the landowner specifies other arrangements that are acceptable to the Company.
- C. The Company will chisel or pay to have chiseled all compacted and rutted soil, weather and landowner permitting, after the transmission line has been constructed across any affected property.

7. Fertilization of Disturbed Soils

- A. If desired by the landowner, the Company will agree to apply fertilizer and lime to land disturbed by construction at a rate specified by the local University of Illinois Extension office to help restore the fertility of disturbed soils and enhance the establishment of a vegetative cover to control soil erosion.
- B. Unless other arrangements are made with the landowner, the Company will apply fertilizer and lime to the disturbed right-of-way within 45 days, weather and landowner permitting, after the transmission line has been constructed across an affected property.

8. Repair of Damaged Soil Conservation Practices

- A. The Company will repair or pay the landowner to repair any soil conservation practices (such as terraces, grassed waterways, etc.), which are damaged by the transmission line's construction.
- B. If the Company is responsible for repairing any damaged soil conservation practices, the repairs will be made in accordance with the specifications of the county Soil and Water Conservation Districts (unless the landowner and the Company agree to other repair specifications).
- C. The Company will repair or pay to have repaired damaged soil conservation practices within 45 days, weather and landowner permitting, of the transmission line's construction across any affected property.

9. Removal of Construction Debris

- A. The Company will remove from the landowner's property all material that was not there before construction commenced and which is not an integral part of the transmission line. (Note: Such material to be removed would also include litter generated by the construction crews.)
- B. The Company will make all reasonable efforts to ensure that all construction debris will be removed within 45 days, weather and landowner permitting, after the transmission line has been constructed.

10. Preventing Erosion

- A. The Company will work with landowners to prevent or correct excessive erosion on all lands disturbed by construction by implementing reasonable methods to control erosion as suggested by the landowner. Temporary erosion control measures will be put in place as needed during construction until final erosion control measures are implemented according to 10.C. listed below.
- B. If the landowner A) does not suggest a reasonable erosion control method, or B) does not suggest any method of erosion control, the Company will follow the recommendations of the county Soil and Water Conservation District.
- C. The Company will use all reasonable efforts to ensure that erosion control measures are implemented, or pay the landowner to do so, within 45 days, weather and landowner permitting, following the construction of the transmission line across any affected property subject to erosion.

11. Soil Removed from Support Structures Holes/Foundations

- A. Excess soil material will be generated from the area displaced by the foundation for the support structures. The Company will remove the excess soil material in tillable and pasture lands.

12. Clearing of Trees and Brush from the Easement

- A. If trees are to be removed from privately owned land, the Company will consult with the landowner to see if there are trees of commercial or other value to the landowner.
- B. If there are trees of commercial or other value to the landowner, the Company will allow the landowner the right to retain ownership of the trees with the disposition of the trees to be negotiated prior to the commencement of land clearing.
- C. The Company's intent is to windrow trees and brush of no value; however, it will follow the landowner's desires, if reasonable, regarding the disposition of trees and brush of no value to the landowner by windrowing, burial, chipping or complete removal from any affected property.

13. Advance Notice of Access to Private Property

- A. The Company will provide the landowner with a minimum of 24 hours prior notice before accessing his/her property for the purpose of constructing the transmission line.
- B. Prior notice shall consist of either personal contact, telephone contact, or written notice whereby the landowner is actually informed of the Company's intent to access the landowner's land. The landowner need not acknowledge receipt of the notice before the Company enters the landowner's property.

14. Reporting of Inferior Agricultural Impact Mitigation Work

Prior to the construction of the transmission line, the Company will provide the landowner with a number to call to alert the Company should the landowner observe inferior work relating to the agricultural impact mitigation work that performed on the owner's property.

Ameren Illinois Rivers 345 kV Electric Transmission Line
2012 Agricultural Impact Mitigation Agreement

15. Indemnification

The Company will indemnify all owners of agricultural land upon which such transmission line is installed, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the construction, maintenance, removal, repair, use or existence of such transmission line, whether heretofore or hereafter installed, including damage to such transmission line or any of its appurtenances, to the extent such claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or willful misconduct of the Company, its employees, agents or contractors.

Concurrence of the Parties to this Agreement

Ameren Transmission Company of Illinois and the Illinois Department of Agriculture concur that this agreement is the complete agreement governing the mitigation of agricultural impacts that may result from the construction of electric transmission lines by the Company. The Company and the Department further concur that reference to the Company's adherence to this agreement should be included in the opinions and findings of the Illinois Commerce Commission should the Commission issue any Certificate of Public Convenience and Necessity for transmission lines that may impact agricultural land.

This effective date of this Agreement is _____, 2012

(signature)

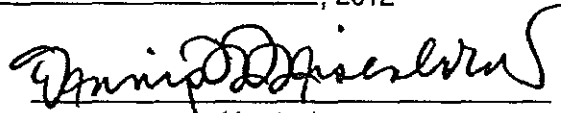
Robert F. Flider, Acting Director

(signature)

by Legal Counsel

State Fairgrounds
801 E. Sangamon Avenue
Springfield, Illinois 62702

Date _____, 2012



(signature)

Dennis W. Weisenborn, Vice President
Ameren Transmission Company of Illinois
1901 Chouteau Avenue MC700
St. Louis, Missouri 63166-6149

Date October 31, 2012