

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service
Commission held at its office in
Jefferson City on the 28th day of
November, 2018.

In the Matter of the Application of Ameren Transmission)
Company of Illinois for a Authority To Acquire Electric)
Transmission Facilities from Rolla Municipal Utilities)
and for a Certificate of Public Convenience and) **File No. EA-2018-0327**
Necessity to Own, Operate, Maintain, and Otherwise)
Control and Manage those Facilities.)

**ORDER APPROVING UNANIMOUS
STIPULATION AND AGREEMENT**

Issue Date: November 28, 2018

Effective Date: December 28, 2018

A

On August 23, 2018, Ameren Transmission Company of Illinois (“ATXI”) applied to the Commission for a certificate of convenience and necessity (“CCN”) and any other necessary approvals to authorize ATXI to acquire certain electrical facilities owned by the City of Rolla, Missouri, acting by and through its Board of Public Works (“RMU”) and to own, operate, maintain and control those and adjacent facilities ATXI planned to construct as a part of a proposed network transmission solution (the “Project”). ATXI proposed to acquire two 138kV radial lines and various assets related to those lines.¹ In addition to

¹ Each emanates from RMU’s Alfermann Substation. One line (the West Line) is approximately 2.83 miles long and currently connects to Ameren Missouri’s 138kV transmission line running between its Osage and Clark Substations. The other line (the East Line) is approximately 4.75 miles long and connects to Ameren Missouri’s 138kV transmission line running between its Maries and Rivermines Substations.

lines and assets to be acquired from RMU, ATXI proposed to construct, own and operate a new 138kV substation.²

ATXI's application stated that because RMU was not an "electrical corporation" as defined by Section 386.020(12), RSMO, the Commission has no regulatory jurisdiction over RMU and that ATXI's acquisition of RMU's assets do not require Commission approval. ATXI cited Section 393.190, RSMO. ATXI requested that any order approving the Stipulation confirm that neither approval under Section 393.190, RSMO, nor compliance with 4 CSR 240-3.110 is necessary for ATXI to complete the RMU acquisition.

ATXI's Application also requested a waiver of certain Commission filing requirements for the following stated reasons:

Because [ATXI] will not provide retail service to end-use customers and will not be rate-regulated by the Commission, for good cause, ATXI requests that the Commission waive the rate schedule filing requirement of 4 CSR 240-3.145, and the annual reporting requirement of 4 CSR 240-3.165, the depreciation study requirement of 4 CSR 240-3.190(1), (2), and 3(A)-(D). ATXI would continue to file with the Commission the annual report ATXI files with the Federal Energy Regulatory Commission.

ATXI's application stated that the Project will benefit customers served by RMU, Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri"), Sho-Me Electric Cooperative ("Sho-Me"), and retail electric customers served by those entities. The application stated that these customers will be benefited because the Project will allow ATXI to switch lines for maintenance and other forced outages and thereby reduce the impact of forced outages on transmission and distribution facilities and on customers

² This is called the Dillon Substation, located where the West Line connects to Ameren Missouri's Osage-Clark transmission line. The Stipulation states that this Substation would connect adjacent Ameren Missouri transmission lines via circuit breakers. These circuit breakers would provide additional segmentation to those facilities and improve their reliability by allowing ATXI to switch lines for maintenance and other forced outages. The Stipulation states that the Dillon Substation would also allow direct connection to RMU's Alfermann Substation and Sho-Me's Macedonia Substation to a dedicated bus ring and so maintain transmission supply to RMU when there are multiple forced outages on Ameren Missouri's transmission lines.

receiving services from those facilities. ATXI's application stated that the total cost of the Project was estimated at \$27.6 Million and that it planned to finance those costs either through available cash on hand or short-term borrowing with such borrowing to be replaced with capital from permanent financing sources that included a balanced blend of long-term debt and common equity. ATXI stated that a CCN should be approved because the proposed Project satisfies each of the five factors which the Commission has used to evaluate such requests.

B

The Commission issued an Order and Notice on August 24, 2018, and on September 11, 2018, the Missouri Department of Economic Development – Division of Energy ("DE") was allowed to Intervene. On November 12, 2018, the parties filed a Unanimous Stipulation and Agreement ("Stipulation"). The parties agree that ATXI should receive the requested certificate, subject to certain conditions. They agree that ATXI's application satisfies the Commission's criteria for granting a certificate of convenience and necessity established in *In the Matter of the Application of Tartan Energy Company, LLC*, Mo. P.S.C. 3d 173 (1994). They agree that the Commission should grant ATXI a certificate of convenience and necessity to own, acquire, construct, operate, control, manage, and maintain the facilities described in ATXI's Application, subject to the following conditions (the "Conditions"):

1. If file-size limitations permit,³ ATXI must file in the Commission's Electronic Filing Information System ("EFIS") final or otherwise provide engineering

³ The Stipulation states that if file-size limitations do not allow the information to be filed in EFIS as stated in the Conditions, then ATXI will file a notice to the Commission that the information has otherwise been provided.

drawings of the Dillon Substation and all connections between ATXI, Ameren Missouri, Show-Me, and RMU when such drawings are available;

2. If file-size limitations permit, ATXI must file in EFIS or otherwise provide copies of all county and city permits necessary to complete the proposed Project as soon as those permits are issued and available;
3. If file-size limitations permit, ATXI must file in EFIS or otherwise provide within 30 days of execution all finalized and amended agreements and contracts between ATXI, Ameren Missouri, Sho-Me, the Association of Electric Cooperatives, and RMU regarding the proposed Project; and
4. ATXI must implement standards and procedures for construction, repair, and maintenance of right-of-way, as more specifically described in Appendix A of the Stipulation.

In the Stipulation the parties agree that the Commission should grant ATXI's request for waivers of the requirements of 4 CSR 240-3.145, 4 CSR 240-3.165, and 4 CSR 240.3.190(1) (2), and 3(A)-(D). They also ask that the Commission reaffirm its conclusion in File No. EA-2015-0145⁴ that ATXI is an electrical corporation and public utility.

C

Due to the Stipulation, this case may be decided without convening a hearing.⁵ Also, the Commission need not separately state its findings of fact or conclusions of law.⁶ Based on the Commission's impartial and independent review of the application, supporting testimony, and the Stipulation, the Commission finds that ATXI is engaged in the construction, ownership, and operation of interstate transmission lines that transmit

⁴ The Stipulation references EA-2015-0345 (sic). The Commission has established that the file in question is EA-2015-0145.

⁵ Section 536.060 RSMo 2016.

⁶ Section 536.090 RSMo 201.

electricity for the public use. Thus, ATXI is an electrical corporation and a public utility in Missouri,⁷ and the Commission has jurisdiction over ATXI and the Project.

The Commission may grant an electrical corporation a certificate of convenience and necessity to operate after determining that the construction and operation are either “necessary or convenient for the public service.”⁸ The Commission has stated five criteria that it will use when considering an application for certificate of convenience and necessity:

- 1) There must be a need for the service;
- 2) The applicant must be qualified to provide the proposed service;
- 3) The applicant must have the financial ability to provide the service;
- 4) The applicant’s proposal must be economically feasible; and
- 5) The service must promote the public interest.⁹

The Commission finds that the Project satisfies the five criteria. It is needed to improve reliability by allowing ATXI to switch lines for maintenance and other forced outages, thus reducing the impact of forced outages on transmission and distribution facilities and customers receiving service. As such, the Project will promote the public interest. ATXI is qualified and financially able to build the Project. The Project is economically feasible because ATXI plans to finance the estimated cost of \$27.6 million either through available cash on hand or through short-term borrowing under Ameren Corporation’s Money Pool Arrangement.

The Commission finds that the City of Rolla, Missouri, acting by and through its Board of Public Works (“RMU”) is not an “electrical corporation” as defined by Section 386.020(12), RSMO. The Commission finds that it has no regulatory jurisdiction over RMU

⁷ As concluded in File No. EA-2015-0145.

⁸ Section 393.170, RSMo 2016.

⁹ *In re Tartan Energy Company*, 3 Mo.P.S.C. 173, 177 (1994).

and that ATXI's acquisition of RMU's assets do not require Commission approval. The Commission finds that no approval under Section 393.190, RSMO, or compliance with 4 CSR 240-3.110 is necessary for ATXI to complete the RMU acquisition component of the Project. The Commission further finds that for purposes of the rate schedule filing requirement of 4 CSR 240-3.145, the annual reporting requirement of 4 CSR 240-3.165, and the depreciation study requirement of 4 CSR 240-3.190(1), (2), and 3(A)-(D), ATXI will not be providing retail service to end-use customers and will not be rate-regulated by the Commission. The Commission, accordingly, finds good cause to waive the requirements of those rules with respect to the Project.

The Commission will grant the application and approve the Stipulation subject to the conditions agreed upon by the parties.

THE COMMISSION ORDERS THAT:

1. The application for a certificate of convenience and approvals necessary to authorize Ameren Transmission Company of Illinois ("ATXI") to acquire certain electrical facilities and to own, operate, maintain, and control those and adjacent facilities which ATXI plans to construct (the "Project") is granted, as conditioned below.

2. The Unanimous Stipulation and Agreement ("Stipulation") filed on November 12, 2018, which is **Exhibit 1** of this order, is approved, and the signatories of the Unanimous Stipulation and Agreement shall comply with the Stipulation, including all of the terms and conditions of **Appendix A** of that Stipulation.¹⁰

3. ATXI shall file with the Commission in this case all required government approvals and permits—e.g., any applicable land disturbance permits, Missouri State

¹⁰ EFIS Item No. 22.

Highway Commission permits, or US Army Corps of Engineers permits—before beginning construction on that part of the Project where the approvals and permits are required.

4. With respect to the implementation of the Project, the requirements of Commission Rules 4 CSR 240-3.145, .165, .190(1), (2), (3)(A)-(D) are waived.

5. ATXI shall file with the Commission the annual report it files with the Federal Energy Regulatory Commission.

6. This Order shall become effective on December 28, 2018.

7. This file shall be closed on December 31, 2018.



BY THE COMMISSION

A handwritten signature in cursive script that reads "Morris L. Woodruff".

Morris L. Woodruff
Secretary

Silvey, Chm., Kenney, Hall, Rupp, and
Coleman, CC., concur.

Graham, Regulatory Law Judge

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

In the Matter of the Application of Ameren)	
Transmission Company of Illinois for Authority)	
To Acquire Electric Transmission Facilities from)	
Rolla Municipal Utilities and for a Certificate of)	File No. EA-2018-0327
Public Convenience and Necessity to Own,)	
Operate, Maintain, and Otherwise Control)	
And Manage those Facilities)	

UNANIMOUS STIPULATION AND AGREEMENT

Under authority of and in accordance with 4 CSR 240-2.115, Ameren Transmission Company of Illinois (ATXI or Company), the Staff of the Missouri Public Service Commission (Staff), the Office of the Public Counsel (OPC), and the Missouri Department of Economic Development - Division of Energy (DE) (collectively, the Signatories) file this Unanimous Stipulation and Agreement (Stipulation) regarding ATXI's application for (i) authority to acquire electric transmission facilities currently owned and operated by the City of Rolla, Missouri, acting through Rolla Municipal Utilities, and (ii) a certificate of public convenience and necessity to own, operate, and maintain those and related transmission facilities the Company proposes to construct as part of a network transmission solution. If approved by the Missouri Public Service Commission (Commission), the Stipulation would resolve all issues related to ATXI's Application. In support of the Stipulation, the Signatories state:

Background

1. ATXI filed its verified *Application and Motion for Expedited Treatment* (Application) on August 23, 2018. The Application seeks a certificate of convenience of necessity and any other Commission approvals necessary to authorize ATXI to acquire certain

electric facilities owned by the City of Rolla, Missouri, acting through Rolla Municipal Utilities (RMU), and to own, operate, maintain, and control those and adjacent facilities the Company plans to construct as part of a proposed network transmission project (Project). As explained more fully below, if approved the Project is expected to provide benefits not only to ATXI but also to RMU, Union Electric Company d/b/a Ameren Missouri (Ameren Missouri), Sho-Me Power Electric Cooperative (Sho-Me) and retail electric customers served by each of those entities. Simultaneous with its Application, ATXI filed testimony and exhibits of five witnesses – Shawn Schukar, Sean Black, Ross Hohlt, Luke Wollin, and Greg Gudeman – explaining and supporting the Application and the proposed Project.

2. ATXI proposes to acquire two 138kV radial electric lines, each of which emanates from RMU's Alfermann Substation, and various substation assets related to those lines. One line (the West Line) is approximately 2.83 miles long and currently connects to Ameren Missouri's 138kV transmission line running between its Osage and Clark Substations. The other line (the East Line) is approximately 4.75 miles long and connects to Ameren Missouri's 138kV transmission line running between its Maries and Rivermines Substations.

3. ATXI asserts that because RMU is not an "electrical corporation" as that phrase is defined in Section 386.020(12), RSMo, ATXI's acquisition of RMU's assets does not require Commission approval under Section 393.190, RSMo. Should the Commission decide to approve the Stipulation, ATXI requests the order approving the Stipulation confirm no approval under Section 393.190, RSMo, or compliance with 4 CSR 240-3.110, is necessary for ATXI to complete the RMU acquisition.

4. In addition to lines and other assets to be acquired from RMU, ATXI proposes to construct, own, and operate a new 138kV substation – the Dillon Substation – at the point where

the West Line connects to Ameren Missouri's Osage-Clark transmission line. ATXI proposes to construct the Dillon Substation as an initial five breaker 138kV ring bus with five 138kV line positions and one 138kV breaker. The substation also would include a position for a 28MVAR 138kV capacitor bank for voltage support. Twelve breaker disconnect switches also would be installed on standard steel switch stands for breaker isolation. Five motor-operated line disconnect switches with local and remote operation also would be installed to allow isolation of the bus ring line terminals from incoming transmission lines. Instrument transformers would be installed on all ring bus line terminals for voltage indication and sensing for relay metering and protection. The substation also would include two 138kV power potential transformers to provide station power, and a relay control enclosure to house all substation protective relaying and control, supervisory remote terminal, relay communications, and a 125V DC battery system and service panel. All substation structures would be constructed using ATXI's standard tubular steel design.

5. The proposed Dillon Substation would connect adjacent Ameren Missouri transmission lines via circuit breakers. These circuit breakers would provide additional segmentation to those facilities thereby improving their reliability. The new substation also would increase operational flexibility by allowing ATXI to switch lines for maintenance and other forced outages. This line-switching capability would reduce impacts of forced outages on transmission and distribution facilities and customers receiving service from those facilities. Construction of the Dillon Substation also would allow direct connection of RMU's Alfermann Substation and Sho-Me's Macedonia Substation to a dedicated bus ring, which would maintain transmission supply to RMU in the event of multiple forced outages on Ameren Missouri's 138kV transmission lines. The addition of a bus tie breaker at the Alfermann Substation would

allow ATXI and RMU greater operational flexibility during maintenance or other forced outages of RMU's 138/34kV transformers and ATXI's transmission lines.

6. Total cost of the proposed Project is estimated to be \$27.6 million, which includes the cost to acquire lines and related assets from RMU, construction costs of the Dillon Substation, and an allowance for construction contingencies. ATXI plans to finance those costs either through available cash on hand or short-term borrowing under Ameren Corporation's Money Pool Arrangement. Any short-term borrowings will be replaced with capital from permanent financing sources that include a balanced blend of long-term debt and common equity.

7. In accordance with the Commission's October 3, 2018, *Order Adopting Procedural Schedule*, Staff filed its rebuttal report on October 25, 2018. OPC and DE are also parties to this case, but neither chose to file rebuttal testimony.

8. Based on the Application, supporting testimony filed by ATXI, and Staff's rebuttal report, the Signatories have engaged in discussions aimed at resolving issues raised by the Application. As a result of those discussions, the Signatories have reached an agreement to settle the case in accordance with recommendations made by Staff in its rebuttal report. The following stipulations reflect the terms of that agreement.

Stipulations

9. The Signatories agree ATXI's application satisfies the Commission's criteria for granting a certificate of convenience and necessity established in *In the Matter of the Application of Tartan Energy Company, LLC*, 3 Mo P.S.C. 3d 173 (1994), and that sufficient evidence has been filed to allow the Commission lawfully to conclude the Project is necessary or convenient for the public service. Therefore, the Signatories recommend the Commission grant ATXI a

certificate of convenience and necessity to own, acquire, construct, operate, control, manage, and maintain the facilities described in the Application, subject to the following conditions:

a. If file-size limitations permit,¹ ATXI must file in the Commission's Electronic Filing Information System ("EFIS") final or otherwise provide engineering drawings of the Dillon Substation and all connections between ATXI, Ameren Missouri, Show-Me, and RMU when such drawings are available;

b. If file-size limitations permit, ATXI must file in EFIS or otherwise provide copies of all county and city permits necessary to complete the proposed Project as soon as those permits are issued and available;

c. If file-size limitations permit, ATXI must file in EFIS or otherwise provide within 30 days of execution all finalized and amended agreements and contracts between ATXI, Ameren Missouri, Sho-Me, the Association of Electric Cooperatives, and RMU regarding the proposed Project; and

d. ATXI must implement standards and procedures for construction, repair, and maintenance of right-of-way, as more specifically described in **Appendix A** to this Stipulation, which is attached and incorporated by reference.

10. As discussed in paragraph 2S of the Commission's May 17, 2012, *Order Granting Ameren Missouri's Motion to Clarify Report and Order in File No. EO-2011-0128*, Ameren Missouri may be required to make adjustments to regionally-allocated costs to account for FERC Transmission Rate Incentives. However, those adjustments, if applicable, are not required to grant ATXI's Application. Therefore, issues related to those adjustments are deferred to an appropriate future proceeding where Ameren Missouri is a party.

¹ If file-size limitations do not permit any of the information in subsections a, b, and c to be filed in EFIS, ATXI will file a notice to the Commission that the information has been provided.

11. ATXI's Application requests waivers of certain Commission filing requirements, and states the following as rationale for the waiver:

Because [ATXI] will not provide retail service to end-use customers and will not be rate-regulated by the Commission, for good cause, ATXI requests that the Commission waive the rate schedule filing requirement of 4 CSR 240-3.145, and the annual reporting requirement of 4 CSR 240-3.165, the depreciation study requirement of 4 CSR 240-3.190(1), (2), and 3(A)-(D). ATXI would continue to file with the Commission the annual report ATXI files with the Federal Energy Regulatory Commission.

In that the request is consistent with other waivers granted to electric corporations that have facilities in Missouri but do not directly serve retail electric customers, the Signatories support the Commission's grant of the requested waivers.

12. The Signatories also support ATXI's request for expedited treatment of its Application to allow construction-related activities to commence no later than February 1, 2019. Therefore, the Signatories stipulate and recommend a Commission order approving this Stipulation be issued as soon as practicable, but under no circumstances later than February 1, 2019.

13. This Stipulation is the product of extensive negotiations among the Signatories and its terms are interdependent. If the Commission does not approve this Stipulation unconditionally and without modification, then this Stipulation is void and no Signatory will be bound by any of the Stipulation's agreements or provisions. In that event, neither this Stipulation nor any matters associated with its consideration by the Commission will be considered to be a waiver of any Signatory's rights for a decision in accordance with §536.080, RSMO, or Article V, Section 18 of the Missouri Constitution, and each of the Signatories will retain all procedural and due process rights as fully as though the Stipulation had not been presented for approval. Any suggestions, memoranda, testimony, or exhibits offered or received in support of this

Stipulation will become privileged and not be considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

14. In the event the Commission unconditionally accepts the specific terms of this Stipulation without modification, the Signatories waive the following rights: a) their respective rights to present oral argument and written briefs, as authorized by §536.080.1, RSMO; b) their respective rights to seek rehearing in accordance with §536.500, RSMO; and c) their respective rights to judicial review under §386.510, RSMO. These waivers apply only to a final Commission order issued in this proceeding unconditionally approving this Stipulation that is not appealed and not to any matters raised in any prior or subsequent Commission proceeding or any matters not explicitly addressed by this Stipulation.

15. This Stipulation does not constitute a contract with the Commission, and the Commission's acceptance of this Stipulation does not constitute an agreement by the Commission to forego the use of discovery or any of the Commission's investigative or other powers. Therefore, nothing in this Stipulation is intended to impinge or restrict, in any manner, the Commission's exercise of any statutory right, including the right to access information, or any statutory obligation.

16. The Signatories also agree that, subject to the rules governing practice before the Commission and without waiving the confidentiality of the facts and positions disclosed in the course of settlement, Staff has the right to provide an oral explanation to support its entering into this Stipulation if the Commission requests one at any agenda meeting where this case is noticed to be considered by the Commission. To the extent reasonably practicable, Staff will provide the Signatories advance notice of any such agenda meeting so the other Signatories may have the opportunity to be present and/or represented at the meeting.

WHEREFORE, for the foregoing reasons, the Signatories respectfully request the Commission issue its order approving this Stipulation and granting ATXI a certificate of public convenience and necessity and any other approval necessary to authorize the Company to acquire certain electric facilities owned by the City of Rolla, Missouri, and operated by RMU, and to own, operate, and maintain both those facilities and adjacent facilities ATXI plans to construct as part of the Project described in the Application. The Signatories further respectfully request the Commission reaffirm its conclusion in File No. EA-2015-0345 that ATXI is an electrical corporation and public utility.

Dated: November 12, 2018

Respectfully submitted,

/s/ L. Russell Mitten

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CERTIFICATE OF SERVICE

The undersigned certifies that true and correct copies of the foregoing have been sent to counsel of record in this docket via electronic mail this 12th day of November 2018.

/s/ L. Russell Mitten

ATXI's Proposed Standards and Procedures for Construction, Repair and Maintenance of Right-of-Way Mark Twain Project - Schedule DBR-SR2

Applicability

The following standards and procedures apply to construction, maintenance and repair activities occurring partially or wholly on privately owned agricultural land affected by the activities of Ameren Transmission Company of Illinois ("ATXI") as part of the Mark Twain Project ("Project"). They do not apply to such activities occurring on highway or railroad right-of-way or on other publicly owned land. ATXI will, however, adhere to the standards relating to the repair of drainage tile (identified below) regardless of where drainage tile is encountered. To the extent the standards and procedures conflict with an easement or other right-of-way agreement as between ATXI and the landowner, the language in the easement or other agreement shall govern.

All standards and procedures are subject to modification through negotiation by landowners and a designated representative of ATXI, provided such changes are negotiated in advance of any construction, maintenance or repairs.

ATXI will implement the standards and procedures to the extent that they do not conflict with the requirements of any applicable federal, state, or local rules, regulations, or other permits that apply to the Project. If any standard or procedure is held to be unenforceable, no other provision shall be affected by the holding, and the remaining standards and procedures shall remain in effect.

Right-of-Way Acquisition

Every landowner from whom ATXI requires an easement or other right-of-way agreement will be contacted personally, and ATXI will negotiate with each such landowner in good faith on the terms and conditions of the easement or agreement, its location, and compensation therefor. For easements, landowners will be shown a specific, surveyed location for the easement and be provided ATXI's standard template.

ATXI's right-of-way acquisition policies and practices will not change regardless of whether ATXI does or does not yet possess a Certificate of Convenience and Necessity from the Commission.

Construction and Clearing

Prior to construction, ATXI will notify all landowners in writing of the name and telephone number of ATXI's designated representative so that they may contact the designated representative with questions or concerns before, during, or after construction, including, but not limited to concerns over inferior work being performed on the landowner's property. Such notice will also advise the landowners of the expected start and end dates of construction on their properties. Landowners will be contacted 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 Ameren Services real estate employee or contractor to contact if they have any questions or concerns. Following construction, landowners will be contacted to settle crop, land restoration, or other damages.

1. Prior to construction, ATXI's designated representative 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 ATXI aware.
2. During construction, and through the completion of clean up of the right-of-way, ATXI's designated representative will be on-site, meaning at or in the vicinity of the route, or on-call, to respond to landowner questions or concerns.
3. If trees are to be removed from privately owned land, ATXI or their representative will consult with the landowner to see if there are trees of commercial or other value to the landowner. If there are trees of commercial or other value to the landowner, ATXI will allow the landowner the right to retain ownership of the trees with the disposition of the trees to be negotiated prior to commencement of land clearing, such negotiation to include a reasonable period of time in advance of construction for landowner to harvest any timber the landowner desires to harvest and sell. If requested by the landowner, ATXI will cut logs 12" in diameter or more into 10 to 20 foot lengths and stack them along the edge of the right-of-way for handling by the landowner. ATXI's intent is to mulch or windrow trees and brush of no value on site; 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 of affected property.
4. Stumps will be cut as close to the ground as practical, but in any event will be left no more than 4" above grade as terrain allows.

5. Unless otherwise directed by the landowner, stumps will be treated to prevent regrowth.

6. Unless the landowner specifically states that he does not want the area seeded, disturbed areas in non-crop producing land will be restored using a native plant mix consisting of native grasses and forbs. Deep-rooted native species will be used based on their abilities to enhance wildlife, soil permeability, pollutant filtering, and their reduced needs for fertilizer, herbicides, irrigation, and mowing. In addition, the native grasses and forbs will be selected for the region and site conditions. Before seeding the disturbed areas will be prepared to allow for good seed to soil contact to promote seed-germination and early growth. The native seed mix will be applied with any needed soil amenities and a cover crop consisting of oats or winter wheat depending on the time of year the seed is applied. The seeded area will be covered to protect the seed from being dislodged by storm events or erosion. Seeding cover may include crimped straw, erosion blanket, spray on erosion control products, or other methods depending on slopes or existing erosion conditions. Final restoration activities will be considered achieved when 70% or greater of the restored area has established permanent (not cover crop) vegetation with no large barren areas.

7. Best management practices will be followed to minimize erosion, with the particular practice employed at given location depending upon terrain, soil, and other relevant factors.

8. Gates will be securely closed after use.

9. Should ATXI damage a gate, ATXI will repair that damage.

10. If ATXI installs a new gate, ATXI 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.

11. ATXI will utilize design techniques intended to minimize corona.

12. Should a landowner experience radio or tv interference issues believed by the landowner to be attributed to ATXI's line, ATXI will work with the landowner in good faith to identify if ATXI is the root cause of the problem, and if so to attempt to resolve the issue.

13. If tiling is practiced in the area where a transmission line is to be constructed, ATXI will send a letter to all landowners to request information as to whether support structure locations will interfere with any drainage tile.

If ATXI is advised of possible drainage tile interference with a support structure location, then ATXI will conduct an engineering evaluation to determine if the support structure can be relocated to avoid interference with the tile. ATXI will make its best efforts to relocate the support structure if the engineering integrity of the electric transmission line can be maintained.

If the tile is intercepted and needs to be relocated, ATXI shall negotiate a relocation agreement with landowner. In no case shall the length of the rerouted tile exceed 125% of the length of original tile line that will be replaced.

If the tile line is intercepted and repair is necessary, such repair shall be performed in accordance with local requirements (if any), and if no requirements are available, ATXI 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.

14. ATXI will make every reasonable effort to repair, replace, or pay to repair or replace damaged private property within 45 calendar days, weather and landowner permitting, after the transmission line has been constructed across the affected property. If the landowner is paid for any work that is needed to correct damage to his/her property, ATXI will pay the ongoing commercial rate for such work. After construction is completed, ATXI will make reasonable efforts to contact each landowner personally to ensure construction and clean-up was done properly, to discuss any concerns, and to settle any damages that may have occurred. ATXI will restore all disturbed slopes and terraces to their original condition following construction.

15. In order to minimize the impact of soil compaction and rutting, ATXI, unless the landowner opts to do the restoration work, will deep rip to a depth of 18 inches all cropland, which has been traversed by construction equipment, unless the landowner specifies other arrangements that are acceptable to ATXI.

ATXI will deep rip 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 ATXI.

ATXI will deep rip or pay to have deep ripped all compacted and rutted soil, weather and landowner permitting, after the transmission line has been constructed across any affected property.

16. If desired by the landowner, ATXI will agree to apply fertilizer and lime to land disturbed by construction, weather permitting, within a mutually agreed period following the completion of final construction to help restore the fertility of disturbed soils and enhance the establishment of a vegetative cover to control soil erosion.

17. ATXI 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).

18. ATXI will work with landowners to prevent or correct excessive erosion on all lands disturbed by construction. ATXI 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.

19. Excess soil material will be generated from the area displaced by the foundation for the support structures. ATXI will remove the excess soil material in tillable and pasture lands.

20. All ATXI 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.

Maintenance and Repair

1. With regard to future maintenance or repair and right-of-way maintenance after construction is completed, ATXI will make reasonable efforts to contact landowners prior to entry onto the right-of-way on their property to advise the landowners of ATXI's presence, particularly if access is near their residence.

2. ATXI 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.

3. All right-of-way vegetation management line clearance contractors will employ a general foreman who is a certified arborist.

4. If herbicides are used, only herbicides registered with EPA and any applicable state authorities will be used, and herbicides will be used in strict compliance with all labeling directions.

5. To the extent maintenance outage availability permits, routine maintenance will not be planned during wet conditions so as to minimize rutting.

6. Existing access roads will be used to access the right-of-way wherever available.

7. Prior to commencing any scheduled vegetation management on the right-of-way, ATXI or an ATXI representative, upon request, will meet personally with all landowners who wish to discuss ATXI'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.

Indemnity

ATXI 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, and use 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 ATXI, its employees, agents or contractors.

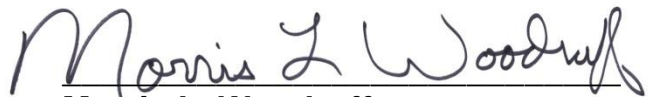
STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 28th day of November 2018.




Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

November 28, 2018

File/Case No. EA-2018-0327

**Missouri Public Service
Commission**

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Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Morris L. Woodruff
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.