

BEFORE THE PUBLIC SERVICE COMMISSION  
STATE OF MISSOURI

In the Matter of the Application of Union Electric )	
Company d/b/a Ameren Missouri for Permission )	
and Approval and a Certificate of Convenience and )	Case No. EA-2019-0021
Necessity Authorizing it to Construct a Wind )	
Generation Facility )	

**THE MISSOURI DEPARTMENT OF CONSERVATION'S OBJECTION TO  
THE NONUNANIMOUS STIPULATION AND AGREEMENT**

COMES NOW the Missouri Department of Conservation and within the seven days allotted by rule 4 CSR 240-2.115(2)(B), hereby objects to the Non-Uniform Stipulation and Agreement of Ameren Missouri, *et al.*, filed on January 30, 2019. The Missouri Department of Conservation opposes this settlement agreement on the following grounds:

**Paragraph 7(D) – Wildlife**

The Missouri Department of Conservation objects to Paragraph 7(D) of the Non-unanimous Stipulation and Agreement, which provides:

Ameren Missouri will provide reasonable advanced notice to MDC of all scheduled meetings and conference calls (related to the Project), if any, with the United States Fish and Wildlife Service ("USFWS"). Ameren Missouri will provide MDC a copy of all documents and/or reports related to the Project, if any, that it provides to the USFWS at the same time as they are provided to the USFWS.

While MDC agrees that these specific conditions should be conditions on the issuance of any CCN in this case, such conditions alone are insufficient to protect the public interest and the interests of MDC.

Specifically, the Missouri Department of Conservation opposes the proposed settlement in that it does not adequately protect bald eagles, does not adequately

protect the public interest in Conservation Areas, and fails to include any monitoring provisions.

### **Bald Eagles**

The Non-unanimous Stipulation and Agreement does not adequately protect bald eagles. Mr. Byrne claims that MDC's request regarding eagle nests is "irrelevant" because there are no known active or inactive eagle nest trees within the Project boundary. At some point prior to construction, the company (or its agents) could become aware of an eagle nest within the Project boundary. MDC wants to ensure that such bald eagle nests are protected both by (1) not clearing any tree with a nest and (2) not operating a turbine within one-mile of such nest. The stipulation provides no such protections.

While there are no known nests within the Project boundary, Dr. Haslerig's testimony makes clear the Project poses a threat to bald eagles.<sup>1</sup> MDC opposed the stipulation because it provides no monitoring related to bald eagles such that the conservation impacts can be discerned by the Commission, MDC, and the public as described below.

### **Conservation Area Buffers**

Mr. Byrne claims that MDC's request regarding a three-mile buffer for Conservation areas is "irrelevant" because there are no turbines planned within

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<sup>1</sup> Dr. Haslerig's Rebuttal Testimony notes the number of eagle and raptor nests near the Project area, the types of protected species which have been observed in the project area, and the reason this specific area poses a risk for bald eagles.

three miles of a Conservation Area. The buffer is necessary to protect wildlife and the public interest in Conservation Areas as described in the Rebuttal Testimony of Ms. Campbell. MDC opposes the Stipulation because it provides no protections for the public's investment in Conservation Areas.

### **Monitoring**

The Stipulation and Agreement does not contain any provisions with respect to post-construction monitoring. As described in Dr. Haserlig's Rebuttal Testimony, there is a concern about impacts to bald eagles related to the Project. To the extent there are no mortalities, no reporting is required. MDC is only requesting a report of bald eagle carcasses, and mortality data related to raptors and bird state species of conservation concern. This will allow MDC to redirect its own resources to preserving and protecting any species harmed by the Project. Post-construction monitoring informs the Department, the Commission and the public about the impact of the Project. Monitoring is the only way to ensure the Department is able to fulfill its Constitutional mission to control, manage, restore, conserve and regulate the bird, fish, game, forestry and wildlife resources of the state. *See Article IV, Section 40(a) et seq.* Because the Non-unanimous Stipulation and Agreement requires no monitoring by Ameren, MDC objects.

WHEREFORE, the Missouri Department of Conservation respectfully submits its Objection to the Non-unanimous Stipulation and Agreement.

Respectfully submitted,

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MISSOURI DEPARTMENT OF  
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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served upon all of the parties of record or their counsel, pursuant to the Service List maintained by the Data Center of the Missouri Public Service Commission, on this 1st day of February, 2019.

/s/ Stephanie S. Bell  
Stephanie S. Bell