

## MEMORANDUM

**TO:** Missouri Public Service Commission  
Official Case File, File No. EA-2023-0226  
Application of Union Electric Company d/b/a Ameren Missouri for a Certificate of Convenience and Necessity to Construct, Own, Operate and Maintain a Transmission Switchyard in Callaway County, Missouri

**FROM:** Shawn E. Lange, PE, Engineering Analysis  
Seoung Joun Won, PhD., Financial Analysis Department

*/s/ Shawn E. Lange, PE / 05-01-2023*      */s/ Scott Stacey / 05-01-2023*  
Engineering Analysis / Date                      Staff Counsel's Office / Date

*/s/ Seoung Joun Won, PhD / 05-01-2023*  
Financial Analysis Department / Date

**SUBJECT:** Staff Recommendation to Grant Application and Issue Certificate of Convenience and Necessity with Conditions

**DATE:** May 1, 2023

### SUMMARY

On January 13, 2023, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri”)<sup>1</sup> filed an Application for a Certificate of Convenience and Necessity (“CCN”) authorizing it to construct, install, own, operate, maintain, and otherwise control a new 345 kV switchyard and associated facilities (“Burns Switchyard”) in Callaway County, Missouri. The authority requested is pursuant to Section 393.170.1, of the Revised Statutes of Missouri (RSMo) (Cum. Supp. 2022) and Missouri Public Service Commission (“Commission”) rules 20 CSR 4240-2.060 and 20 CSR 4240-20.045. Additionally, Ameren Missouri requested a waiver of the 60-day notice requirement contained in 20 CSR-4240-4.017.

The Staff of the Missouri Public Service Commission (“Staff”) submits this Memorandum recommending the Commission grant the requested CCN with conditions. Staff’s recommended conditions are presented in the recommendation section of this report and cover the following topics:

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<sup>1</sup> Ameren Missouri is a corporation organized under the laws of Missouri with its principal office at 1901 Chouteau Avenue, St. Louis, Missouri 63103. Ameren Missouri is duly authorized to do business in Missouri. In File No. EA-2023-0226, Ameren Missouri previously submitted to the Commission a certified copy of its Articles of Incorporation (File No. EA-87-105) and a Certificate of Good Standing from the Missouri Secretary of State (File No. EF-2023-0151).

- Provision of as-built drawings
- Provision of permits
- Landowner and land management practices
- Future expansion of the Burns Switchyard

## **OVERVIEW**

Ameren Missouri, the Midcontinent Independent System Operator, Inc. (“MISO”), and Show Me State Solar, LLC (“Show Me State Solar”) entered into a Generator Interconnection Agreement (“GIA”) which will facilitate the interconnection of a 250 MW solar generation facility in Callaway County. The 250 MW solar facility will be owned and operated by Show Me State Solar and is not the subject of this CCN request.

To facilitate the Show Me State Solar interconnection request, Ameren Missouri will construct the Burns Switchyard. The Burns Switchyard will be constructed initially as a ring bus configuration with three-line terminal positions and will be expandable to accommodate three additional future terminal positions should they be required. The proposed project will sit on an approximately 14-acre property. In response to Staff Data Request No. 0005, Ameren Missouri stated that Show Me State Solar has acquired options to acquire the land via two parcels. Upon closing, Show Me State Solar will combine the parcels and convey them to Ameren Missouri  
\*\* [REDACTED] \*\*.

Footnote 1 of Ameren Missouri’s application indicates there are two known additional generator interconnection projects (Nos. J1488 and J1490) that may require additional terminal positions at Burns Switchyard. MISO projects J1488 and J1490 correspond to the Grain Belt Express Project, a project currently before the Commission in case number EA-2023-0017.

Staff has reviewed the Application and concludes it meets the filing requirements of 20 CSR 4240-2.060 and 20 CSR 4240-20.045, and Ameren Missouri provided a list of electric and telephone lines of regulated and nonregulated utilities, railroad tracks and underground facilities, as defined in Section 319.015, RSMo.

## **DISCUSSION**

Staff reviewed Ameren Missouri's Application based on the five factors the Commission listed in *In Re Tartan Energy*, GA-94-127, 3 Mo.P.S.C.3d 173, 177 (1994) ("Tartan Criteria"):

- Need,
- qualifications to own, operate, control and manage the facilities and provide the service,
- financial ability,
- economic feasibility, and
- promotion of the public interest.

In summary, based on Staff's review: 1) the Project is needed for the interconnection of the Show Me State Solar Project; 2) Ameren Missouri is qualified to construct, install, own, operate, maintain, and otherwise control and manage the Project; 3) Ameren Missouri has the financial ability to undertake the Project; 4) the Project is economically feasible; and 5) the Project is in the public interest with the conditions recommended by Staff.

### **Whether there is a need for the facilities and service**

Ameren Missouri's high-voltage transmission facilities are under the functional control of MISO. When a generation project seeks to interconnect with the transmission system it follows MISO's Generation Interconnection Procedure which is documented in the attachment X to MISO's Open Access Transmission Tariff. The result of that procedure may include an executed GIA. Generally, a GIA details the necessary system upgrades and associated costs.

Ameren Missouri attached the executed GIA with Show Me State Solar to the Application as Appendix C. The requested project is the transmission facilities necessary, from the Generation Interconnection Procedure, for interconnection of the Show Me State Solar project.

Ameren Missouri's application asserts the requested CCN is consistent with the Company's current Preferred Resource Plan. For further clarification, Staff notes, Ameren Missouri, in its 2020 Integrated Resource Plan Chapter 7 on page 4 states:

The interconnection of new generation resources to the transmission system under MISO's control is also an important part of the overall transmission planning effort. Ameren Missouri actively participates in regional generation interconnection studies for proposed generation

interconnections inside and outside of the Ameren Missouri area. Participation in these transmission studies ensures that they are performed on a consistent basis and that the proposed connections and any system upgrades needed on the Ameren Missouri transmission system are properly integrated and scheduled to maintain system reliability.

\*\* [REDACTED]

[REDACTED] \*\* Therefore, Staff concludes the need portion of the Tartan Criteria is satisfied.

**Whether the applicant is qualified to construct, install, own, operate, maintain, and otherwise control and manage the Project**

Ameren has been in business for over 100 years and has been granted Certificates of Need and Necessity from this Commission for many projects in the past. Ameren Missouri owns and operates a 2,970-mile transmission system that operates at voltages from 345 kV to 138 kV.<sup>2</sup> Ameren Missouri is an affiliate of Ameren Corp., and has access to Ameren Services, which also provides expertise to Ameren Transmission Company of Illinois.

Staff concludes Ameren Missouri is qualified to construct, install, own, operate, maintain, and otherwise control and manage the proposed project.

**Whether the applicant has the financial ability for the undertaking**

In the Application, it is stated “Ameren Missouri has the financial ability to own, operate, and maintain the Burns Switchyard, which is estimated to cost approximately \$9.942 million, to be initially funded using funds from Ameren Missouri's treasury.”<sup>3</sup> Eventually, in conformance to, or agreement with, MISO's tariffs, Ameren Missouri will collect 90% of its transmission revenue requirement for the actual cost of the Burns Switchyard and the other identified Network

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<sup>2</sup> Ameren Missouri 2020 IRP Chapter 7 pg. 2.

<sup>3</sup> Paragraph 13, The Application.

Upgrades<sup>4</sup> from the Interconnection Customer,<sup>5</sup> and the remaining 10% will be allocated to the MISO Ameren Missouri Pricing Zone.<sup>6</sup>

With consideration of Ameren Missouri's financial capacity, the Applicant has the financial ability to provide the service. Ameren Missouri plans to spend \$9 billion through 2025 on grid modernization, transmission system build-out, and renewable generation capacity, and Standard & Poor's ("S&P") expects an average of \$1.7 billion in capital spending per year through 2024.<sup>7</sup> Ameren Missouri is a wholly owned subsidiary of Ameren Corporation ("Ameren Corp"). Over the next five years, S&P expects Ameren Corp.'s elevated capital spending to reflect roughly \$19.7 billion in capital spending through 2024 across its electric transmission and electric and gas distribution businesses.<sup>8</sup> S&P and Moody's rated both Ameren Missouri and Ameren Corp. as investment grade. S&P rated both Ameren Missouri and Ameren Corp. as "BBB+", while Moody's rated them as "Baa1".<sup>9</sup> Considering the fact that the proposed cost for the Project is less than 1% of Ameren Missouri's capital expenditures through 2023, it is reasonable to conclude that Ameren Missouri has the financial ability to construct, operate, and maintain the Project.

### **Whether the proposal is economically feasible**

Ameren Missouri has a reasonable opportunity to recover costs of the proposed project. Ameren Missouri will collect 90% of its transmission revenue requirement for the actual cost of the Burns Switchyard (\$9.942 million) and the other identified Network Upgrades (approximately \$1.1 million) from the Interconnection Customer, and the remaining 10% will be allocated to the MISO Ameren Missouri Pricing Zone.

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<sup>4</sup> According to the Footnote No. 2 in the Application, There are additional Network Upgrades to Ameren Missouri's existing transmission system identified as part of the Generator Interconnection process, which are estimated to cost approximately \$1.1 million. These upgrades do not require issuance of a CCN because they do not constitute "construction" under 20 CSR 4240-20.045(1)(B) since they involve improvement of Ameren Missouri's existing assets at a cost that does not increase Ameren Missouri's rate base by 10% or more.

<sup>5</sup> Attachment X, MISO FERC Electric Tariff. Interconnection Customer shall mean any entity, including Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission System.

<sup>6</sup> Paragraph 11, The Application.

<sup>7</sup> RatingsDirect, S&P Global Ratings. March 23, 2023.

<sup>8</sup> RatingsDirect, S&P Global Ratings. March 23, 2023.

<sup>9</sup> S&P Capital IQ Pro.

### Public Interest

In that the public interest assessment involves essentially a reconsideration of the other Tartan Criteria of need for the project, its economic feasibility, Ameren Missouri's qualifications and financial ability to construct the project, Staff's assessment concludes that the Project, if conditioned as recommended by Staff, is not detrimental to the public interest.

Factors that Staff maintains promotes the public interest include, but are not limited to, the relationship of the project to the interconnection of a solar project sited in Callaway County, Missouri, and the location of the project on land held by the involved parties.

### Projects J1488 and J1490

As previously noted, Ameren Missouri's application states:

There are two known, additional MISO projects (Nos. J1488 and J1490) in MISO's 2018 generator interconnection queue that if built will require additional terminal positions at Burns Switchyard. The switchyard footprint is also large enough to accommodate these additional positions if they become necessary.

MISO projects J1488 and J1490 correspond to the Grain Belt Express Project, a project currently before the Commission in case number EA-2023-0017. Staff requested the study results for the interconnection of MISO projects J1488 and J1490 in Data Request No. 0001. The response included the Ameren Missouri Interconnection Facilities Study Report revised August 17, 2022. That report indicated the cost of interconnecting the J1488 and J1490 projects at the Burns Switchyard is approximately \$ 3,310,000. Staff witness Shawn Lange discusses the costs associated with the entirety of the Grain Belt Express Project in his Confidential Rebuttal Testimony filed in EA-2023-0017.

### Engineering Drawings

The plans and specifications provided with Ameren Missouri's application reflect approximately 50% design completion.<sup>10</sup> Therefore, Staff recommends that Ameren Missouri provide copies of final engineering drawings of the Burns Switchyard project and all connections when available.

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<sup>10</sup> Footnote 5 of Ameren Missouri's application.

Permits and other authorizations

Paragraph 24 of the application states:

Ameren Missouri has not yet determined what permits or other authorizations may be required from any affected governmental bodies in order to commence construction of the Burns Switchyard. If any are required, Ameren Missouri will provide them when they are available, as permitted under 20 CSR 4240-20.045(3)(C).

Staff recommends that Ameren Missouri provide copies of final permits or other authorizations that are required for the construction of the Burns Switchyard project when available.

Landowner Protocols

Based on Staff's experience with transmission CCN cases, and to ensure the Project is in the public interest, Staff recommends that the Commission require Ameren Missouri implement landowner and land management policies consistent with what was ordered in the Mark Twain Project, Case No. EA-2017-0345 as Schedule DJB-02, Exhibit C of the Unanimous Stipulation and Agreement (attached hereto as Attachment A).

CCN Clarification

Based on Staff's experience with transmission CCN cases, and to ensure the Project is in the public interest, Staff's recommendation to grant the requested CCN, is limited to the description of the size, operation, and uses of the CCN described in this docket. Staff recommends any Commission order authorizing the Burns Switchyard clarify that additional investment in or expansion of the Burns Switchyard is subject to applicable law and may require further applications for authority.

**RECOMMENDATION**

Staff has reviewed the filing and information obtained through prior discussions with Ameren Missouri as well as discovery conducted as part of this matter. In this Application, Ameren Missouri is requesting and, Staff supports, the issuance by the Commission of a CCN to construct, install, own, operate, maintain, and otherwise control a new 345 kV switchyard and associated facilities ("Burns Switchyard") in Callaway County, Missouri.

Staff recommends that the Commission require Ameren Missouri:

- Provide copies of final engineering drawings of the Burns Switchyard project and all connections when available.
- Provide copies of all county and city permits or approvals necessary to complete the proposed project when available.
- As a condition of granting the requested CCN, Staff recommends that the Commission require Ameren Missouri implement landowner and land management policies consistent with what was ordered in the Mark Twain Project, Case No. EA-2017-0345 as Schedule DJB-02, Exhibit C of the Unanimous Stipulation and Agreement (attached hereto as Appendix A), to be developed in cooperation with Staff.<sup>11</sup>
- Staff's recommendation to grant the requested CCN, as described above, is limited to the description of the size, operation, and uses of the CCN described in this docket. Staff recommends the Commission Order Ameren Missouri to provide notice prior to any additional investment and/or expansion of the Burns Switchyard. Ameren Missouri will provide all signed agreements and/or contracts related to said investment and/or expansion. Any additional investment in or expansion of the Burns Switchyard is subject to applicable law and may require further applications for authority.
- If applicable, Ameren Missouri will be required to make any adjustment to the regionally allocated costs it is assigned from this project to account for FERC Transmission Rate Incentives 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

Notwithstanding its recommendation to approve this transaction, Staff does not recommend, accept, agree, consent or acquiesce to any ratemaking principle or procedural principle, including, without limitation, any method of cost or revenue determination or cost allocation or revenue related methodology, as it pertains to either general rate case or fuel adjustment clause treatment.

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<sup>11</sup> Staff would note that conditions regarding landowners and land management have been granted in the past. In EA-2015-0145, ATXI agreed to follow certain construction, clearing, maintenance, repair, and right-of-way practices regarding landowners and land management proposed by Staff. In Case No. EA-2015-0146, the Commission ordered ATXI to follow the construction, clearing, maintenance, repair, and right-of-way practices set out in Schedule DB-R-2. In EO-2002-351, the Commission ordered that AmerenUE follow certain construction, clearing, maintenance, repair, and right-of-way practices regarding landowners and land management for Union Electric Co.'s proposed Callaway-Franks Transmission Line.



**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.

## Schedule DJB-02

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.

## Exhibit C

## Schedule DJB-02

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).

## Exhibit C

## Schedule DJB-02

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

## **Exhibit C**

## **Schedule DJB-02**

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.

## **Exhibit C**

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

In the Matter of the Application of Union Electric )  
Company d/b/a Ameren Missouri for a Certificate )  
of Convenience and Necessity to Construct, Own, )  
Operate and Maintain a Transmission Switchyard )  
in Callaway County, Missouri )

File No. EA-2023-0226

**AFFIDAVIT OF SHAWN E. LANGE, PE**

STATE OF MISSOURI     )  
  )  
COUNTY OF COLE     )     ss.

COMES NOW SHAWN E. LANGE, PE, and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Staff Report*; and that the same is true and correct according to his best knowledge and belief.

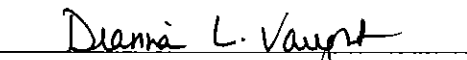
Further the Affiant sayeth not.

  
\_\_\_\_\_  
SHAWN E. LANGE, PE

**JURAT**

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 29<sup>th</sup> day of April, 2023.

DIANNA L VAUGHT  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Cole County  
My Commission Expires: July 18, 2023  
Commission #: 15207377

  
\_\_\_\_\_  
Notary Public

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

In the Matter of the Application of Union Electric )  
Company d/b/a Ameren Missouri for a Certificate )  
of Convenience and Necessity to Construct, Own, ) File No. EA-2023-0226  
Operate and Maintain a Transmission Switchyard )  
in Callaway County, Missouri )

**AFFIDAVIT OF SEOUNG JOUN WON, PhD**

STATE OF MISSOURI     )  
                                  )     ss.  
COUNTY OF COLE     )

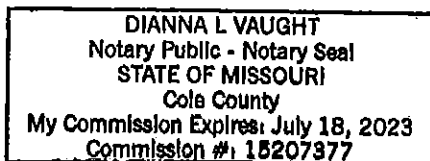
**COMES NOW SEOUNG JOUN WON, PhD**, and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Staff Report*; and that the same is true and correct according to his best knowledge and belief.

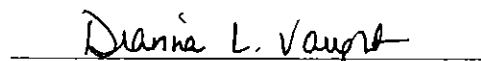
Further the Affiant sayeth not.

  
\_\_\_\_\_  
**SEOUNG JOUN WON, PhD**

**JURAT**

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 27<sup>th</sup> day of April, 2023.



  
\_\_\_\_\_  
Notary Public