

**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-_____

**APPLICATION OF AMEREN MISSOURI FOR AN ORDER GRANTING A CCN FOR A
TRANSMISSION SWITCHYARD IN CALLAWAY COUNTY, MISSOURI, AND MOTION
FOR WAIVER OF 60-DAY NOTICE REQUIREMENT**

COMES NOW Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri,” “Company,” or “Applicant”), pursuant to Section 393.170.1 RSMo (Cum. Supp. 2022), 20 CSR 4240-2.060, 20 CSR 4240-20.045, and 20 CSR 4240-4.017, and for its Application for an order granting it a a certificate of convenience and necessity (“CCN”) to construct, install, own, operate, maintain, and otherwise control a new 345 kV switchyard and associated facilities ("Burns Switchyard") in Callaway County, Missouri, and for its motion for a waiver of the 60-day notice requirement contained in 20 CSR 4240-4.017 for good cause shown, states as follows:

A. APPLICANT

1. 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.

2. Ameren Missouri is engaged in providing electric and gas utility services in portions of Missouri as a public utility under the jurisdiction of the Commission, and the construction, ownership, and operation of such facilities, as well as the construction, ownership, and operation of interstate transmission lines and related facilities that transmit electricity for the public use, including in Missouri.

3. Ameren Missouri states that it has no pending actions or final unsatisfied judgments or decisions against it from any state or federal court or agency within the past three (3) years which involve customer service or rates. Ameren Missouri has no annual reports or assessment fees that are overdue.

4. All correspondence, communications, notices, orders, and decisions of the Commission with respect to this matter should be sent to the undersigned counsel and to:

Eric Dearmont
Director, Reg. Affairs & Interconnection Policy
AMEREN SERVICES COMPANY
One Ameren Plaza
1901 Chouteau Avenue
St. Louis, Missouri 63166
(T) (314) 749-9275
EDearmont@ameren.com

5. Ameren Missouri has 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), which are incorporated herein by reference in accordance with 20 CSR 4240- 2.060(1)(G). A copy of Ameren Missouri's fictitious name registration which is effective until October 14, 2025 is attached as **Appendix A**.

B. THE INTERCONNECTION FACILITIES

6. On July 28, 2022, Ameren Missouri, the Midcontinent Independent System Operator, Inc. ("MISO"), and Show Me State Solar, LLC ("Show Me State Solar," or "Interconnection Customer") entered into a Generator Interconnection Agreement ("GIA"), a copy of which is attached hereto and incorporated herein by this reference as Confidential **Appendix B**.

7. Pursuant to the MISO Generator Interconnection Procedures ("GIP"), Show Me State Solar proposes to construct MISO project J1145, the Show Me State Solar Farm, which is a 250 megawatt ("MW") solar generation facility located in Callaway County, Missouri (the "Solar

Farm" or "Generating Facility").

8. In order to deliver its anticipated output to the market, Show Me State Solar must interconnect to the transmission system in the area. To that end, Show Me State Solar is seeking to interconnect to Ameren Missouri's Montgomery-Overton 345 kV transmission line via a new Ameren Missouri-owned Burns Switchyard on land that will be owned by Ameren Missouri and that is located immediately adjacent to the Montgomery-Overton transmission line. The land is not located in Ameren Missouri's retail service territory, meaning that the switchyard constitutes an asset within the meaning of 20 CSR 4240-20.045(1)(A)2. The location of the Burns Switchyard is shown on **Appendix C** attached hereto and incorporated herein by this reference.

9. 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. A diagram of the Burns Switchyard as it will be initially configured is provided in Original Sheet No. 97 in Confidential **Appendix B**.¹

10. As provided for by the GIA, Show Me State Solar will, prior to commencement of construction by Ameren Missouri, acquire approximately fourteen (14) acres of property for the Burns Switchyard site. Show Me State Solar will have full responsibility for all land acquisition costs. Show Me State Solar is also responsible for 100% of the costs of the dedicated interconnection facilities – commonly referred to in the GIA as the Transmission Owner Interconnection Facilities ("TOIF") - at the Burns Switchyard.

11. The current, estimated construction cost of the Burns Switchyard, excluding the TOIF referenced above, is \$9,942,000. Pursuant to MISO's tariffs, Ameren Missouri will collect

¹ 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.

90% of its transmission revenue requirement for the actual cost of the Burns Switchyard and the other identified Network Upgrades from the Interconnection Customer. The remaining 10% will be allocated to the MISO Ameren Missouri Pricing Zone.²

C. REQUEST FOR A CCN

12. Ameren Missouri requests that it be granted a CCN to construct, own, operate and maintain the Burns Switchyard. The Burns Switchyard is clearly necessary for Show Me State Solar to interconnect the Solar Farm's renewable energy with the Missouri transmission grid and to deliver generation capacity and energy to the market. This interconnection will facilitate the integration of renewable generation in Missouri. The Burns Switchyard is a necessary component of that transmission grid, and will facilitate grid reliability and promote public policy considerations related to increasing the availability of renewable energy, both from the Show Me State Solar facility and possibly from future interconnections.

13. The "Tartan Factors,"³ typically relied upon by the Commission in evaluating CCN requests, support issuance of a CCN, as follows:

- a. The operation and maintenance of the Burns Switchyard is needed for the reasons given above.
- b. The operation and maintenance of the Burns Switchyard is economically feasible for several reasons, including since the cost of the land and 90% of the switchyard will be

² 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. However, the Company wanted to advise the Commission of this related work and notes that 90% of the cost of this related work, like 90% of the cost of the switchyard, will be the responsibility of the Interconnection Customer.

³ While a project is not required as a matter of law to meet the "Tartan Factors," the Commission has traditionally analyzed CCN applications using those factors. See *In Re Tartan Energy*, GA-94-127, 3 Mo.P.S.C.3d 173, 177 (1994).

covered by the Interconnection Customer, and due to the jobs, tax revenues, and economic development generally that both switchyard construction and facilitating the integration of new renewable generation in the state will cause.

- c. 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 and, as noted, 90% of which will be paid for by interconnecting customers.
- d. Ameren Missouri is qualified to own, operate, and maintain the Burns Switchyard given that it has developed, owns, and operates thousand of miles of 345 kV electric transmission lines and associated sub/switch stations.
- e. Operation and maintenance of the Burns Switchyard is in the public interest for the reasons discussed herein. It should be noted that because factors a through d are satisfied, the Commission would generally conclude, without more, that factor e, the public interest, is also served by granting the CCN.⁴

The foregoing facts demonstrate that issuance of a CCN for the Burns Switchyard is required by the public convenience and necessity.

C. Specific Requirements Applicable to CCN Applications for New Assets

14. Depictions of the proposed location for the Burns Switchyard are found on the map(s) reflected on pages 11-13 of **Appendix B** and in **Appendix C**. 20 CSR 4240-20.045(6)(A)

15. There are no electric, gas or telephone lines of regulated and nonregulated utilities, railroad tracks or underground facilities, as defined in § 319.015 RSMo, which the Burns Switchyard will cross. 20 CSR 4240-20.045(6)(B)

⁴ *Id.* at 189 (citing *In re: Intercon Gas, Inc.*, 30 Mo. P.S.C. at 561).

16. Detailed plans and specifications for construction of the Burns Switchyard are provided in **Confidential Appendix D**. 20 CSR 4240-20.045(6)(C).⁵ Ameren Missouri estimates that construction of the Burns Switchyard will cost approximately \$9.942 million as discussed above.

17. Ameren Missouri intends to commence construction of the Burns Switchyard by July 3, 2023 and anticipates that it will be fully operational and used for service by or before June 1, 2024.⁶

18. Ameren Missouri will finance its investment in the construction of the Burns Switchyard through existing funds in its treasury. 20 CSR 4240-20.045(6)(F)

19. Construction of the Burns Switchyard is consistent with the Company's current Preferred Resource Plan.

20. Ameren Missouri plans to use a competitive bidding process for the construction of this project. Ameren Services, on behalf of Ameren Missouri, will use a formal sourcing process to secure bids for the labor necessary to construct the project that includes: (i) formation of a contract development team to identify and write the scope of work to be completed, identification of qualified contractors for bidding, and the contractor selection criteria necessary; (ii) evaluation and acceptance of the statements of qualifications and bids received from those interested in the work as scoped; and (iii) negotiation of the terms and conditions most favorable to Ameren Missouri. 20 CSR 4240-20.045(6)(H)

21. Once the project is complete, Ameren Missouri will operate and maintain the

⁵ The attached plans and specifications reflect approximately 50% design completion.

⁶ 20 CSR 4240-20.045(6)(E) is not addressed in this Application because it does not apply, since there is no common plant.

switchyard in the same manner and fashion as it does all of its electric switchyards. The switchyard will be operated from a primary control center that will conduct all operational switching and coordination with adjacent and interconnected systems. The Burns Switchyard will be continuously monitored through SCADA by the control center. The control center is staffed around-the-clock by system operators that are certified by NERC. The system operators are required to maintain their certification through a combination of computer-based training and live system simulation drills. Backup control centers are also in place in the unlikely event that the primary control center must be evacuated to minimize any potential disruption to operating the transmission system. All maintenance will be performed by Ameren Missouri or Ameren Services employees or contractors retained by them in the same manner and fashion as maintenance is performed on other Ameren Missouri switchyards. All transmission switchyards are inspected routinely and the individual equipment contained therein (breakers, etc.) is subject to an internal switchyard maintenance strategy setting equipment-specific maintenance expectations. Switchyard equipment is maintained to meet or exceed requirements set by NERC, and documentation is maintained verifying this compliance, as well as information documenting the intervals at which maintenance activities are performed and the scope of work executed on any maintenance projects or visits. 20 CSR 4240-20.045(6)(I)

22. The Company follows documented processes governing responses to unplanned outages, and in the event of an unplanned outage, subject matter experts will be assigned to review the outage data, utilize fault location information to determine distance to fault, dispatch field resources to assess damage, and determine material and labor resources (internal and external) necessary for the safest and most efficient restoration. 20 CSR 4240-20.045(6)(J)

23. Because Show Me State Solar will transfer the land for the switchyard to Ameren Missouri, no landowners are directly affected by the construction of the proposed Burns Switchyard

and no notice is required under 20 CSR 4240-20.045(6)(K).

24. 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).

D. REQUEST FOR WAIVER OF 60-DAY NOTICE

25. Ameren Missouri requests that the Commission waive the 60-day notice requirement of 20 CSR 4240-4.017 for good cause shown. 20 CSR 4240-4.017 generally requires that a notice be filed with the Commission at least 60-days prior to the filing of a case. The subject rule also provides for, and contemplates, that the Commission may waive the 60-day notice requirement for good cause shown and expressly provides that good cause is established if the filing party provides “a verified declaration . . . that it has had no communication with the office of the commission within the prior one hundred fifty (150) days regarding any substantive issued likely to be in the case” Such a declaration is included as part of the verification of this this Application, below. Consequently, good cause has been established to waive the 60-day notice requirement.

WHEREFORE, Ameren Missouri respectfully requests that the Commission grant it, subject to the conditions described herein, a Certificate of Convenience and Necessity to construct, own, operate and maintain the Burns Switchyard, pursuant to Section 393.170.1, RSMo., to be effective on or before May 31, 2023.

(Signature on Next Page)

Respectfully submitted,

/s/ *James B. Lowery*

James B. Lowery, MO Bar #40503

JBL Law, LLC

3406 Whitney Ct.

Columbia, MO 65203

Telephone: (573) 476-0050

**ATTORNEY FOR UNION ELECTRIC
COMPANY d/b/a AMEREN MISSOURI**

Dated: January 13, 2023

DECLARATION

The undersigned, being first duly sworn and upon his oath, hereby states that the foregoing *Application* is true and correct to the best of his knowledge, information, and belief.

The Company has had no communication with the office of the commission within the prior one hundred fifty (150) days regarding any substantive issued likely to be in the case.

This request is substantially consistent with the Company's current preferred resource plan required by 20 CSR 4240-Chapter 22.

/s/ Warren Wood

Warren Wood, Vice-President
Regulatory and Legislative Affairs
Union Electric Company d/b/a Ameren Missouri

CERTIFICATE OF SERVICE

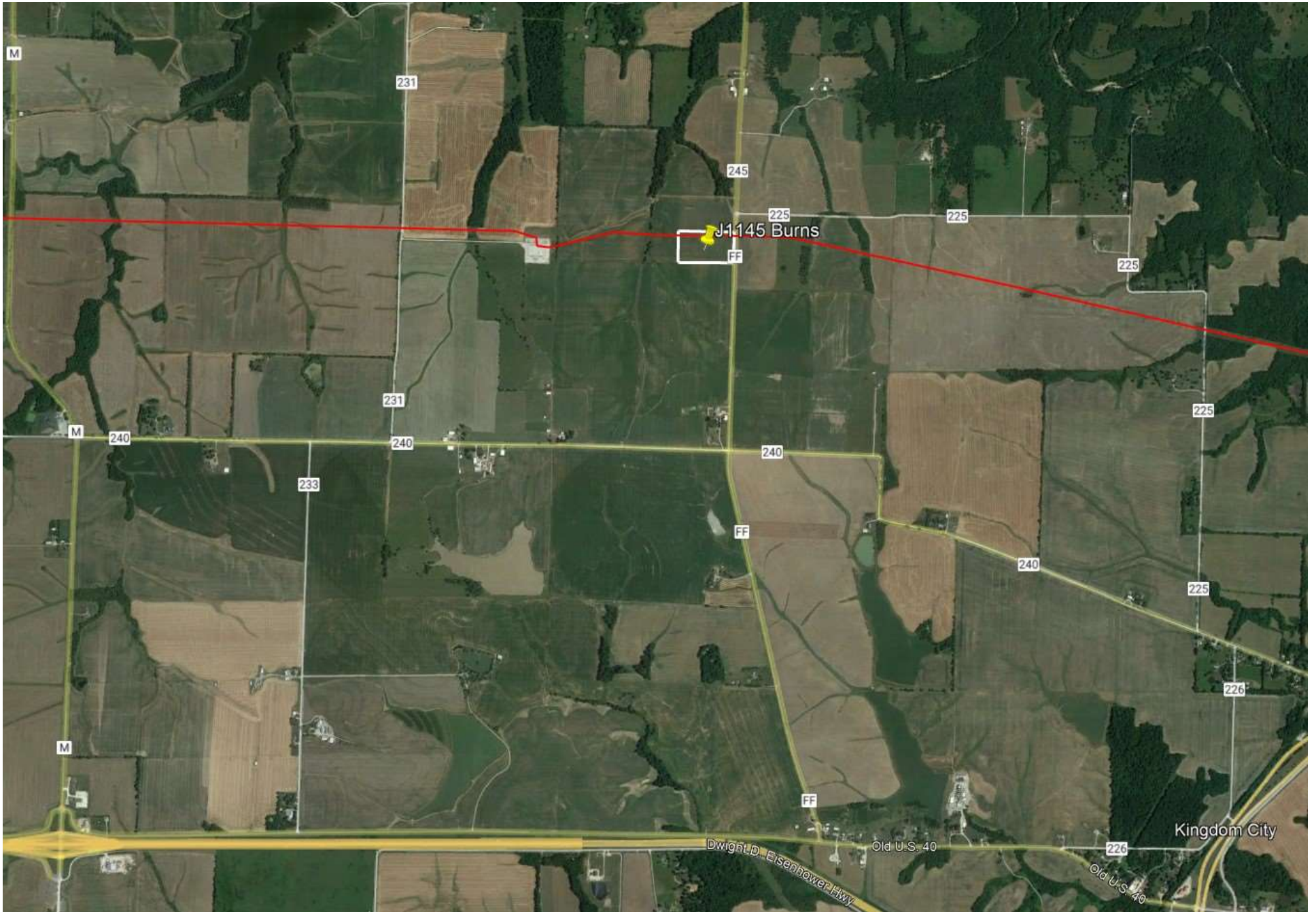
The undersigned hereby certifies that a true and correct copy of the foregoing was served on the Staff of the Commission and the Office of the Public Counsel via electronic mail (email) on this 13th day of January, 2023.

/s/ James B. Lowery _____
James B. Lowery

EA-2023-_____

APPENDIX B

HAS BEEN MARKED
CONFIDENTIAL IN ITS
ENTIRETY



EA-2023-_____

APPENDIX D

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