

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

In the Matter of the Application of Ameren)
Transmission Company of Illinois for a Certificate)
of Public Convenience and Necessity Authorizing it)
to Construct, Install, Own, Operate, Maintain and) File No. EA-2017-0345
Otherwise Control and Manage a 345-kV)
Electric Transmission Line from Palmyra, Missouri,)
to the Iowa Border and an Associated Substation)
Near Kirksville, Missouri.)

UNANIMOUS STIPULATION AND AGREEMENT

COMES NOW Ameren Transmission Company of Illinois (ATXI or Company), the Staff of the Missouri Public Service Commission (Staff), Office of the Public Counsel (OPC), Midcontinent Independent System Operator, Inc. (MISO), Wind on the Wires (WOW), Union Electric Company d/b/a Ameren Missouri (Ameren Missouri)¹, and the International Brotherhood of Electric Workers Local No. 2, AFL-CIO (IBEW) (collectively, Parties) and presents to the Missouri Public Service Commission (Commission) for its consideration and approval this Unanimous Stipulation and Agreement (Stipulation) in resolution of File No. EA-2017-0345. In support, the Parties state:

Background

1. ATXI filed its verified Application and Motion for Expedited Treatment in the above-captioned case on September 15, 2017. The Application seeks a Certificate of Convenience of Necessity for the Mark Twain Transmission Line Project (Mark Twain or

¹ As a Signatory to this Stipulation, Ameren Missouri acknowledges its obligation under paragraph 2.S. of the Commission’s May 17, 2012, *Order Granting Ameren Missouri’s Motion to Clarify Report and Order* in File No. EO-2011-0128, respecting that part of the Project that is located within Ameren Missouri’s certificated service territory.

the Project) on a route that co-locates almost exclusively with existing transmission lines in northeast Missouri. With its Application, ATXI filed direct testimony of several witnesses in support of its request and certified copies of assents from all five counties through which the transmission line will be constructed. The route also passes through the City of Kirksville, and attached hereto as **Exhibit A** is a certified copy of the municipal consent of the City of Kirksville and ATXI's certified acceptance of the same.

2. Five parties, including MISO, WOW, Ameren Missouri, IBEW and Neighbors United Against Ameren's Power Line (Neighbors United), filed applications to intervene, which were granted by the Commission on October 17, 2017. In addition to ATXI, both WOW and MISO submitted direct testimony for the Commission's consideration. Staff and the OPC are also parties to this case, but have not yet filed testimony.

3. On December 1, 2017, Neighbors United sought leave to withdraw as an intervenor in this action, indicating in its pleading that it and ATXI had "come to a mutual understanding regarding many of the differences in the two parties' positions" and stating that Neighbors United "does not object to the PSC granting ATXI a CCN pursuant to the proposed application." On December 4, 2017, the Commission granted the motion to withdraw filed by Neighbors United.

4. The Parties remaining in this case have had discussions in an effort to resolve the issues presented by this case, and have reached an agreement to settle the case. The following stipulations memorialize that agreement.

Stipulations

5. The Parties agree that the Commission, pursuant to § 393.170.1, RSMO,² has evidence to conclude that the Project is necessary or convenient for the public service, and furthermore, has the support necessary to grant ATXI a certificate of convenience and necessity to construct the Project as described in ATXI's September 15, 2017, Application and, based thereon, recommends that the Commission grant ATXI a CCN for the Project, subject to the conditions listed below:³

a. Throughout the right-of-way acquisition process, ATXI will use all reasonable efforts to abide by the depicted route on each of the 405⁴ parcels identified as of the filing of its application as parcels over which an easement will be required, but will be allowed to deviate from the depicted route in two scenarios:

First, if surveys or testing do not necessitate a deviation, ATXI may deviate from the depicted route on a particular parcel if ATXI and the landowner agree, *e.g.*, upon request of the landowner and ATXI's agreement with the request, or vice versa. Second, if ATXI determines that surveys or testing require a deviation, ATXI will negotiate in good faith

² All references are to Revised Statutes of Missouri (2016).

³ These conditions are nearly identical to the conditions that the Commission imposed on ATXI in its April 27, 2017 Report and Order in File No. EA-2015-0146 when it granted a CCN to ATXI for Mark Twain, as clarified by the Commission's June 8, 2016 Order Regarding Applications for Rehearing, Motion for Reconsideration, and Requests for Clarification, *except* for the condition requiring ATXI to obtain county assents prior to construction. ATXI submitted certified copies of the requisite county assents with its Application in this case. As noted above, a copy of the municipal consent for the City of Kirksville is attached hereto as **Exhibit A**.

⁴ The original route as proposed in File No. EA-2015-0146 affected 377 parcels; the route described in ATXI's Application in this case affects 405 different parcels, according to the Direct Testimony of Douglas J. Brown [EFIS Item No. 3]. Attached hereto as **Exhibit B** are parcel maps showing the planned alignment of the line on each parcel.

with the affected landowner and if agreement can be reached ATXI may deviate from the depicted route on that parcel, as agreed with the affected landowner.

With respect to any parcel other than the 405 identified parcels where ATXI desires to locate the line, whether because testing or surveys necessitate acquisition of an easement on that parcel or for other reasons (e.g., a request from adjacent landowners), ATXI will negotiate in good faith with the landowner of the affected parcel over which ATXI has determined an easement is needed or desired and, if agreement is reached, may deviate from the depicted route by locating the line on the affected parcel but will notify the Commission of the deviation and parcels affected prior to construction on that parcel. If testing or surveys necessitate acquisition of an easement on such other parcel and agreement is not reached, despite good faith negotiations, ATXI will file a request with the Commission to allow it to deviate from the depicted route onto the affected parcel and shall, concurrently with the filing of its request with the Commission, send a copy of its request to the owner(s) of record of the affected parcel via U.S. Mail, postage prepaid, as shown by the County Assessor's records in the county where the affected parcel is located, or at such other address that has been provided to ATXI by the owner(s). ATXI shall fully explain in that request why ATXI determined the change in route is needed and file supporting testimony with its request and the name(s) and

addresses of the owner(s) to whom it provided a copy of its request. After Commission notice of the opportunity for a hearing on the issue of whether the change in route should be approved is given to the owner, Staff and OPC, and after the opportunity to respond, the Commission will grant or deny the request.

b. Absent a voluntary agreement for the purchase of the property rights, the transmission line shall not be located so that a residential structure currently occupied by the property owners will be removed or located in the easement requiring, for electrical code compliance purposes, the owners to move or relocate from the property.

c. Prior to the commencement of construction on a parcel, ATXI will secure an easement which will include a surveyed legal description showing the precise dimension, including the length and width, for the permanent transmission line easement area for each affected parcel. In addition, ATXI will track each easement grant by way of a spreadsheet that identifies each parcel by Grantor and County, and which contains the recording information for each parcel. Upon securing all necessary easements for the Project, ATXI will file a copy of the spreadsheet with the Commission, to which a map will be attached. For each parcel, the map and the spreadsheet will include a unique indicator that allows the Commission to see where on the map that parcel is located.

d. ATXI shall follow the construction, clearing, maintenance, repair, and right-of-way practices set out in *Schedule DJB-02* filed with Douglas J. Brown's Direct Testimony and attached hereto as **Exhibit C**.

e. ATXI shall file with the Commission in this case all required government approvals and permits—e.g., any applicable land disturbance permits, Missouri State Highway Commission permits, or US Army Corps of Engineers permits—before beginning construction on that part of the Mark Twain project where the approvals and permits are required.

f. ATXI shall file with the Commission the annual report it files with FERC.

g. Because the following rules do not pertain to ATXI due to its lack of retail customers, the signatories recommend the Commission waive Commission Rules 4 CSR 240-3.145, .165, .175, 190(1), (2), (3)(A)-(D).

6. This Stipulation has resulted from extensive negotiations among the Parties and the terms hereof are interdependent. If the Commission does not approve this Stipulation unconditionally and without modification, then this Stipulation shall be void and no Party shall be bound by any of the agreements or provisions hereof, except as explicitly provided herein.

7. If the Commission does not unconditionally approve this Stipulation without modification, and notwithstanding the provision herein that it shall become void, neither this Stipulation nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Party has

for a decision in accordance with §536.080, RSMO, or Article V, Section 18 of the Missouri Constitution, and the Parties shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Stipulation shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

8. In the event the Commission unconditionally accepts the specific terms of this Stipulation without modification, the Signatories waive the following rights only as to the issues resolved herein: 1) their respective rights to present oral argument and written briefs pursuant to §536.080.1, RSMO; 2) their respective rights to seek rehearing, pursuant to §536.500, RSMO; and 3) their respective rights to judicial review pursuant to §386.510, RSMO. This waiver applies only to a final unappealed Commission order issued in this proceeding unconditionally approving this Stipulation and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding or any matters not explicitly addressed by this Stipulation.

WHEREFORE, for the foregoing reasons, the Parties respectfully request that the Commission issue its order approving this Stipulation and granting ATXI a certificate of public convenience and necessity authorizing the construction of the Project as described in the September 15, 2017, Application, subject to the specific terms and conditions specified in subparagraphs a through g of paragraph 5 of this Stipulation. The Parties

further respectfully request that the Commission reaffirm its conclusion made in its final decision in File No. EA-2015-0345 that ATXI is an electrical corporation and public utility.

Dated: January 5, 2018

Respectfully submitted,

/s/ James B. Lowery

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CERTIFICATE OF SERVICE

The undersigned certifies that true and correct copies of the foregoing has been e-mailed to counsel of record in this docket on this 5th day of January, 2018.

/s/ Jamey B. Lowery

*An Attorney for Ameren Transmission Company
of Illinois*