

From the desk of:
James F. Waltz

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December 9, 2024

MR JOSEPH L. GOFF, JR.
ARMSTRONG TEASDALE LLP
7700 FORSYTH BLVD - STE 1800
ST LOUIS MO 63105

Re: Wissman vs. ATXI

Dear Mr. Goff:

This will follow our site visit on November 19, 2024.

As you know, we discussed a number of problem areas that resulted from Ameren's departure from the job site without doing the remedial work required by the side letter agreement and Schedule CHO1 submitted to the Missouri Public Service Commission.

For your information, our records show that Poettker Construction left the job site on or about Thursday, February 15, 2024, and did not return until our site visit. We have a number of issues that need to be addressed.

- A. FENCING – Poettker left the job site with breaches in our perimeter fencing. Poettker has admitted that a boulder rolled through the fence line and was not repaired. We showed you other portions of the fence that were in disrepair and broken during construction. We have calculated the cost of repair at \$[REDACTED] per bid by Bootheel Fence (copy attached). In addition, we have a paid cost for temporary fencing of \$[REDACTED]. My client tried to use his own equipment, but it broke down due to site conditions trying to do the job. We have repair bills for a Bobcat of \$[REDACTED] and a Ford 4610 tractor of \$[REDACTED] per bids. It should be noted that the only reason my client was using his own equipment was because the Sheriff's Office advised him to do so due to the cattle escaping. We are currently renting a Bobcat for \$[REDACTED] per month until my client's is repaired.
- B. CATTLE – The breach of the fence line allowed my client's cattle to escape and suffer damages for their loss. The side letter agreement provided that Ameren would put up temporary fencing for the purpose of preventing livestock from escaping and accessing the easement area. It did not do so. My client lost at least ten (10) head of livestock at a cost of \$[REDACTED] plus additional grain feed and hay costs of \$[REDACTED] because the pasture was unusable. My client currently stores hay under carports to prevent spoilage due to weather. The cost of protecting and storing the additional hay is \$[REDACTED] due to the need to construct an additional hay storage facility.

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- C. TIMBER – The method used by Poettker in shearing the logs as opposed to cutting them rendered the timber useless for milling. No one would accept them, and the logs are now stacked on the property and create a nuisance. My client estimates the lost timber value at \$[REDACTED].
- D. STUMPS – The CHO1 standard adopted by Ameren called for the timber to be cut no higher than 4". We have pointed out areas where this did not occur. Poettker advised us that they would and could use their excavator to remove the stumpage after the timber was cut. This was not done. As a result, we have a field with stumps that cannot be deep ripped and used for pasture as it previously existed. The cost of doing this site work now is expensive. We have a bid from RLR of \$[REDACTED] and additional cleanup costs will be necessary at a cost to be determined. The cleanup costs to process the timer and remove it and the mulch from my client's property (including the logs buried in the mulch on the hillside) is \$[REDACTED]. This figure would include renting the equipment necessary to do this type of job. We would also need to do reseeding in this area. Poettker had agreed to plant Red River crab grass, but the seed was unavailable at the time they left. This was never completed.
- E. ROAD – The easement road is in disrepair, and it washes onto my client's property creating an encroachment. We need to know whether Ameren intends to repair the road so it won't wash out (as provided for in the side letter agreement) because it is unusable for any purpose at the present time. We currently have to engage in clean up every time there is a storm event. We have a bid from EC Con, LLC to repair the road at a cost of \$[REDACTED]. This figure does not include fixing the access road from the creek to the property.
- F. DAMAGED AND MISSING PERSONAL PROPERTY – My client experienced a loss due to damaged and missing personal property during the construction process. The value is approximately \$[REDACTED]. An itemized list can be provided.

We are enclosing bids and/or repair estimates to support our claim.

Sincerely,

OLIVER, OLIVER & WALTZ, P.C.

JFW:gn

James F. Waltz

Enclosures

cc: Joe Wissman